

CHAN AH WAH & LIM CHEOK KEE WILLY
115 EAST STREET
NEW HYDE PARK NY 11040 USA

March 24, 2018

The Honorable Judge Lorna G. Schofield
United States District Court, Southern District of New York
c/o Pro Se Intake Unit
Daniel Patrick Moynihan United States Courthouse
500 Pearl Street, Room 200
New York, NY 10007

RE: CHAN AH WAH ET.AL. V. HSBC 15-CV-8974-LGS

AH WAH CHAN ET.AL. V. HSBC 17-CV-6863-LGS

IN RE FOREIGN EXCHANGE BENCHMARK RATES ANTITRUST LITIG.

13-CV-7789-LGS

**CHAN AH WAH V. NORTHERN FOOD I/E. INC. 17-CV-6002-CM:
2-17-CV-5813-CM (JFB)**

**JOINT AGREEMENT FOR CASE RESOLUTION, TREATMENT AS SUBPART
OF INCOME**

Dearest Honorable Judge Schofield,
Good day to you, Your Honor.

PLEASE TAKE NOTICE that, I *Pro se* Litigant/Plaintiffs, hereby request for an injunction order to warrant collection of debt from HSBC, defendants without necessary delay for civil actions, *Chan Ah Wah et.al. v. HSBC* 15 Civ.8974-LGS and *Ah Wah Chan v. HSBC* 17 Civ.6863-LGS (Chan Actions) and *Chan Ah Wah v. Northern Food I/E. Inc.* 17 Civ.6003-CM, as stated in **In re Foreign Exchange Benchmark Rates Antitrust Litigation 13-cv-7789-LGS ('FOREX')**, *in rem* to forfeit assets involved in tax evasion and traceable to a company, HSBC Bank USA National Association a custodian bank of HSBC private banking branches located in New York, Manhattan, HSBC Securities (USA) Inc and abroad, United States has a very smart system connecting all foreign exchange trades between United States' desk and United States' defendant bank's foreign desk, U.S. traders to U.S. traders we participated in different group chat room and connected to the line to chat about trading prices, spread, final sale and customers' information into working their respective own organization accounts.

PURSUANT to Article III 2 U.S.C., 18 U.S.C. Section 981 (a)(1)(C), on the ground that it was derived from violations of United States law, pursuant to 18 U.S.C. Section 981(a)(1)(A) on the ground that it is property involved in one or more money laundering offenses in violation of 18 U.S.C. Section 1956 and/or 1957, and accordingly to their terms and conditions' acceptance as signed for allegedly cheat spreadsheet in spread collusion and the Rider as attached form a part of.

c1)

The statement regarding 'JOINT AGREEMENT FOR CASE RESOLUTION, TREATMENT AS SUBPART OF INCOME' have been agreed on by all parties in the FOREX by this Court on FOREX Consolidated Action Complaint ('CAC') and TAC are identical fact for Chans Actions that this case is stayed pursuant to paragraph 21 of the Preliminary Approval Order (Dkt. No. 536) *In re Foreign Exchange Benchmark Rates Antitrust Litigation 13-cv-7789-LGS* ('FOREX'). No. 13 Civ.7789, which enjoins member of the FOREX settlement class from prosecuting any claim related to the alleged manipulation of the FX benchmark rates until this Court has finally determined whether the FOREX settlement should be approved. It is not intended to substitute right to do another Motion to Dismiss for Defendants have exhausted their right in doing so and should not use this information pursuant to this Court's Preliminary Approval Order (Dkt. No. 536) and Defendants' individual stipulation agreement in FOREX. Plaintiffs CHAN AH WAH AND LIM CHEOK KEE had filed a claim on November 29, 2017 (LIM CHEOK KEE WILLY Claim#: 10003612) and on January 12, 2018 (LIM CHEOK KEE WILLY Claim#: 1000420), and CHAN AH WAH had filed a claim on November 29, 2017 (CHAN AH WAH Claim#:1534676) and on January 12, 2018 (CHAN AH WAH Claim#: 10004208) and the claim status are pending for claim administrator, Garden City Group ('GCG'). In order to get compensation for the lawsuit being settled, plaintiffs need to file for claim in OTC FX Spot and FX Exchange-Traded structured product eligible for more than USD1600 million in compensation that also include medical harm and cost that plaintiffs' family suffered through during the time period. As a member for this exclusive event featuring OTC and Exchange-Traded now in progress where GCG identify the members efficiently, has hosted in upcoming action to support this Preliminary Approval Order (Dkt. No. 536) featuring OTC FX spot and FX Exchange-Traded structured product events' instruction for joining and if plaintiffs won't be able to join the membership, Defendant HSBC has to send tape recording of multi-chat room transcript of United States trader in foreign desk of Defendant HSBC we participated traded United States trader/broker-dealer in United States desk in multi-chat room participation, to be sure we are on the distribution list today. Moreover, the filing status for plaintiffs CHAN AH WAH AND LIM CHEOK KEE WILLY are pending and more items have been added to the filing portal for plaintiffs in GCG site.

The subscribe to business rule for accessing cash deposit saving account data just bridge the need to HSBC Private Bank Standard Terms and Conditions and HSBC Bank USA National Association, a national bank controversy in the post in escrow bank account of national bank-HSBC Bank USA National Association get every business user lured in and this is an identity theft fraud, to give cash deposit and this is more than just bridge HSBC private bank Standard Terms and Conditions

agreement that ran operation for HSBC groups on need to transfer cash deposit by HSBC private bank, Singapore branch and swiss branch at wire transfer for last week data for potentially millions of clients' without their consent, is similar to Northern Food I/E. Inc. in the second case of action to 17-cv-6002-CM, *Chan Ah Wah v. Northern Food Does 1-25*, 17-cv-5813-CM (JFB) for an injunction order, alleging, *inter alia*, claims of conversion, battery, and assault, to protect our identity against revenge by reporting 'see something says something' in Northern Food I/E. Inc employment of reuse, reinvented stock to distribute for sale in the public, the profit generated illegitimate sources response to company's tax reporting requirement to American government tax agency is not registered for these illegal profits and afraid of being retaliated by defamation case from Northern Food I/E. Inc. to profit in tax evasion for money laundering act of 1956 and 1957 because we sent the Clerks' judgment filed in 17-cv-6002-CM faxed and hand delivery to Citigroup, Citibank and JP Morgan Chase [shown on Chan Ah Wah salary check, one company check in JP Morgan Chase, one cash check in Citigroup, Citibank] for the award of USD500,000 stated in the Amended complaint is identical to FOREX Consolidated Action Complaint, "CAC", *in re Foreign Exchange Benchmark Rates Antitrust Litigation*, 13-cv-7789-LGS and Third Amended Complaint "TAC", 15-CV-8974-LGS, *Chan Ah Wah et.al v. HSBC Bank USA N.A. et.al.*, is also identical to Complaint, 17-cv-6863-LGS, *Ah Wah Chan et.al.v.HSBC Bank USA N.A. et.al.*, is also identical to Amended Complaint, 17-cv-6002-CM, *Chan Ah Wah v. Northern Food I/E. Inc.*, 2-17-cv-5813-CM (JFB), 17-cv-6003-CM, *Chan Ah Wah v. Northern Food I/E. Inc.. DOES 1-25*, that shared a factual basis as per CFTC Order in Docket 15-07 in Matter of HSBC Bank Plc, 'No.2. Cooperation with the Commission. In this Action, and in any investigation or other action [Civil Actions in 17-cv-6002-CM, *Chan Ah Wah v. Northern Food I/E. Inc.*, 2-17-cv-5813-CM (JFB), 17-cv-6003-CM, *Chan Ah Wah v. Northern Food I/E. Inc.. DOES 1-25*, 13-cv-7789-LGS *in re Foreign Exchange Benchmark Rates Antitrust Litigation*, 15-CV-8974-LGS, *Chan Ah Wah et.al v. HSBC Bank USA N.A. et.al.*, 17-cv-6863-LGS, *Ah Wah Chan et.al.v.HSBC Bank USA N.A. et.al.*,] instituted by the Commission, related to the subject matter of this action, Respondent [HSBC] shall cooperate fully and expeditiously with the Commission, including the Division, As part of such cooperation, Respondent [HSBC] agrees to the following for a period of three (3) years from the date of the entry of this Order, or until all related investigation and litigations in which the Commission, including the Division, is a party, are concluded, including through the appellate review process, [A Motion To Reopen with Amended Complaint attached to 17-cv-6002-CM, *Chan Ah Wah v. Northern Food I/E. Inc.*, 2-17-cv-5813-CM (JFB), 17-cv-6003-CM, *Chan Ah Wah v. Northern Food I/E. Inc.. DOES 1-25*, were submitted to SDNY and EDNY for the Order said that 'Plaintiffs [Chan Ah Wah]'s Motion to Reconsider its state law tort and breach of contract claims together with alleging, *inter alia*, claims of conversion, battery, and assault by transfer order date September 15, 2017 plaintiff [Chan Ah Wah]'s action was transferred from SDNY to EDNY and the transfer order reserved

decision of plaintiff's pending motions to the transferee court of plaintiff [Chan Ah Wah]'s action and the Amended Complaint, 'By letter dated November 9, 2017 (ECF No.22, 7-cv-6002-CM, *Chan Ah Wah v. Northern Food I/E. Inc.*, 2-17-cv-5813-CM (JFB), 17-cv-6003-CM, *Chan Ah Wah v. Northern Food I/E. Inc.* DOES 1-25,) plaintiff also request that the Court refer his claims to mediation...there are no claims to mediate.' [The Judge Order, 2-17-cv-5813-CM (JFB), explaining the injunction order to make for United States companies tax reporting requirement landed to American territories or other grounds is symbolic of our taxes, get to reporting taxes about them when we get tax bills on personal income tax or company reporting tax. There is a difference between Form 1099 and Form W-2 for income tax. We, everyone, the interstate commerce nodded the same in the United States of America and the companies by America's legal citizen and legal permanent resident on foreign ground like the "Panama List" and "Paradise List" exposed of, opened a company has to pay taxes for company and personal income regardless of his or her whereabouts on 'air flight', voluntarily reported to American government tax agency, United States Internal Revenue Service ("IRS") and pay them to IRS. For in the United States of America, it is the laws. When you are evading taxes you do know the tax evasion consequences, it is the companies registered in the Bermuda, Carribean, British Virgin Island etc. that have those benefits of unclear, not required company income transparency to the public for the company tax reporting in these territories, it is the reason for, the same applies to American Company, American as to American Citizen and Legal Permanent Resident [Green card holder] for voluntarily tax reporting requirement are, you do know with company accountant in expert accounting filing you have standing by, applies the company management knowledge when you are managing the company on the new way, that way over United States of America tax reporting requirement to make legal in the United States of America every day in company laws, simply as 'there are no claims to mediate.' because the secret that the banks focus on this breaking new supplement, the advancement to raise performance every day by 300% around the world to make money from home in the United States for circulated [Trip called home [United States] to his United States desk in New York office [HSBC Bank USA National Association, National Bank's private bank] Manhattan by United States trader in foreign desk of HSBC bank branch[private banking], asked to participate in the multi-chat room with HSBC broker-dealer and several of his friends, traders from other bank, for a good opportunity to get that spread collusion been wanting, so could earn in a profit without risk for wider benchmark rate to price to customer broadly in both ask [buy] and bid [sell] trade quotation and trade close-up, in currency pair from New York office in HSBC Bank USA National Associations' HSBC Private Bank, New York Branch, swing by trades from their U.S. trader in their[HSBC] foreign desk in HSBC Private Bank, Singapore branch; Swiss branch; Nassau branch; Hong Kong branch; etc as many branches stated on their advertising address in the calendar book for disclosing to their current and future customers as the big, safe, specialty in wealth management 'HSBC Private

Bank' brand logo of HSBC group, to top up a bag wrapped with pool of trades from all over their [hsbc bank branches] into a group account with HSBC own trading position and pack like new trade to enjoy the benefits for 'free trading for their member in the national association', called home[United States Interstate Commerce] on the United States and to go into a benchmark rates manipulation called fixes with several other banks a thousand of communications were read and known to Class Plaintiffs, is a good to get that profit stated in the money laundering act of 1965 and 1957, to spread collusion for supra-competitive profit to them[listed banks in FOREX CAC, TAC in a chart No. 149 of page.58,59,60] to a spread collusion for supra-competition profit to them, that the "Chans" (Chan Ah Wah and Lim Cheok Kee (the "Chan") are parties to this action; by letter the HSBC defendants ("HSBC") explained their determination [in CFTC order Docket 15-07 in Matter of HSBC Bank Plc, Respondent. that the Chans are members of the settlement class; for the Chans filed letters at Docket No. 954, 956,958,959,962,966,968,971 and 973 that CFTC order's argument, information or documentation from Judge Order in FOREX Class, 17-cv-6002-CM, *Chan Ah Wah v. Northern Food I/E. Inc.*, 2-17-cv-5813-CM (JFB), 17-cv-6003-CM, *Chan Ah Wah v. Northern Food I/E. Inc.* DOES 1-25, *Ah Wah Chan et.v. HSBC Bank USA National Association et.*, 17-cv-6863-LGS, *Chan Ah Wah et.v. HSBC Bank USA National Association et.*, 15-cv-8974-LGS, suggesting that they are class members, that seek the Court to order the settlement class fund to accept the submission from the Chans for release the payment from FOREX settlement escrow account in USD1600 million in total (pay \$0 Tax in this amount)all inclusive as advertising and material omission, gross negligence, privacy policy, copyright sweepstakes note for BOTH ENTITY CHAN AH WAH AND LIM CHEOK KEE WILLY to us for breach of contract, tort (including negligence and strict liability), advertising disclosure, material omission, privacy policy, all inclusive of copyright as accepted by the bank to pay us aggregate damages, cost, fees related to their network practice of U.S. desk trader traded to U.S. trader of foreign desk of their bank branches, the social-media via email and without our consent on what we say and HSBC PRIVATE BANK deducted our cash deposit accordingly to their terms and conditions' acceptance as signed for allegedly cheat spreadsheet in spread collusion as per CFTC order in CFTC Margin requirement in position limit and shortfall top up, to liquidation for indebtedness] see footnote 1. *Id.* and 'A Motion for Reconsideration is appropriate when the moving party can demonstrate that the Court overlooked "controlling decisions or factual matters that were put before it on the underlying motion ...and which, had they been considered, might have reasonably altered the result before the court." *Herschaft v. N.Y.C. Campaign Fin. Bd.*, 139 F. Supp 2d 283 (EDNY) (quotation omitted). Alternatively, the movant must demonstrate "the need to correct a clear error or prevent manifest injustice." *Id.* at 284. Rule 60(b) of the Federal Rules of Civil Procedure also permit the Court to relieve a party from an order in the event of mistake, inadvertence, excusable neglect, newly discovered evidence, fraud, or in exceptional or extraordinary circumstances. Fed. R.Civ. P. 60(b); *House v. Sec'y of Health & Human*

Servs., 688 F.2d 7,9 (2d Cir. 1982). Specifically, Rule 60(b) provides that relief may be granted for the following reasons:

(1) mistake, inadvertence, surprise, or excusable neglect; (2) newly discovered evidence that, with reasonable diligence, could not have been discovered in times to move for a new trial under Rule 59(b); (3) fraud (whether previously called intrinsic or extrinsic), misrepresentation, or misconduct by an opposing party; (4) the judgment is void; (5) the judgment has been satisfied, released or vacated; or applying it prospectively is no longer equitable; or (6) any other reason that justifies relief. Fed.R.Civ.P. 60(b). Rule 60(b) is "extraordinary judicial relief" and can be granted "only upon a showing of exceptional circumstances [Trip called home [United States] to his United States desk in New York office [HSBC Bank USA National Association, National Bank's private bank] Manhattan by United States trader in foreign desk of HSBC bank branch[private banking], asked to participate in the multi-chat room with HSBC broker-dealer and several of his friends, traders from other bank, for a good opportunity to get that spread collusion been wanting, so could earn in a profit without risk for wider benchmark rate to price to customer broadly in both ask [buy] and bid [sell] trade quotation and trade close-up, in currency pair from New York office in HSBC Bank USA National Associations' HSBC Private Bank, New York Branch, swing by trades from their U.S. trader in their[HSBC] foreign desk in HSBC Private Bank, Singapore branch; Swiss branch; Nassau branch; Hong Kong branch; etc as many branches stated on their advertising address in the calendar book for disclosing to their current and future customers as the big, safe, specialty in wealth management 'HSBC Private Bank' brand logo of HSBC group, to top up a bag wrapped with pool of trades from all over their [hsbc bank branches] into a group account with HSBC own trading position and pack like new trade to enjoy the benefits for 'free trading for their member in the national association', called home[United States Interstate Commerce] on the United States and to go into a benchmark rates manipulation called fixes with several other banks a thousand of communications were read and known to Class Plaintiffs, is a good to get that profit stated in the money laundering act of 1965 and 1957, to spread collusion for supra-competitive profit to them[list of banks in FOREX CAC, TAC in a chart No. 149 of page.58,59,60] to a spread collusion for supra-competition profit to them, that the "Chans" (Chan Ah Wah and Lim Cheok Kee (the "Chan") are parties to this action; by letter the HSBC defendants ("HSBC") explained their determination [in CFTC order Docket 15-07 in Matter of HSBC Bank Plc, Respondent. that the Chans are members of the settlement class; for the Chans filed letters at Docket No. 954, 956,958,959,962,966,968,971 and 973 that CFTC order's argument, information or documentation from Judge Order in FOREX Class, 17-cv-6002-CM, *Chan Ah Wah v. Northern Food I/E. Inc.*, 2-17-cv-5813-CM (JFB), 17-cv-6003-CM, *Chan Ah Wah v. Northern Food I/E. Inc.*, DOES 1-25, *Ah Wah Chan et.v. HSBC Bank USA National Association et.*, 17-cv-6863-LGS, *Chan Ah Wah et.v. HSBC Bank USA National Association et.*, 15-cv-8974-LGS, suggesting that they are class members, that seek the Court to order the settlement class fund to accept

the submission from the Chans for release the payment from FOREX settlement escrow account in USD1600 million in total (pay \$0 Tax in this amount)all inclusive as advertising and material omission, gross negligence, privacy policy, copyright sweepstakes note for BOTH ENTITY CHAN AH WAH AND LIM CHEOK KEE WILLY to us for breach of contract, tort (including negligence and strict liability), advertising disclosure, material omission, privacy policy, all inclusive of copyright as accepted by the bank to pay us aggregate damages, cost, fees related to their network practice of U.S. desk trader traded to U.S. trader of foreign desk of their bank branches, the social-media via email and without our consent on what we say and HSBC PRIVATE BANK deducted our cash deposit accordingly to their terms and conditions' acceptance as signed for allegedly cheat spreadsheet in spread collusion as per CFTC order in CFTC Margin requirement in position limit and shortfall top up, to liquidation for indebtedness] Act now because the "Panama list" and "Paradise list" are joining too! The biggest action ever formed !]" *Nemaizer v. Baker*, 793 F.2d 58, 61 (2d Cir.1986); accord *United States v. Bank of New York*, 14 F.3d 756, 759 (2d Cir.1994). Local Civil Rule 6.3 provides that a party moving for reconsideration must "set [] forth concisely the matters or controlling decisions which [the party] believes the court has overlooked." [Related cases were stayed and cheated for their claims to settle in FOREX settlement fund and cheated the court in order to be able exhausted in their rights to released from each claim without payment to claimant by not cooperating with Claim Administrator and class counsel including the court to control the result affect the claim settlement as per CFTC order ordered accordingly' The Standard for granting [a motion for reconsideration] is strict, and reconsideration will generally be denied unless the moving party can point to controlling decisions [See CFTC Order Docket 15-07 shall control and prevail] or data that the court overlooked --matters [The Court appointed you as Lead Class Counsel for the FOREX Class Action, now the original comes with more class action (second, third etc.) one of the different but they are the same as compared to your class action, with use online, in-branches, stores are registered mark of national bank - HSBC Bank USA National Association as "Trustee" used under license of Federal Reserve Bank's system in the United States, by traders and traders/broker-dealer in live dealing in rates, rates they quoted for the trades completed, reach on phone but discovered that instructed the United States trader in the ground of United States of foreign desk of HSBC bank branch we participated use his own phone to voice to pass an urgent message for trade transaction to U.S. desk traders/broker-dealer on the phone for the trades performed confirmation as soon as sighted in, out and a strong action in trades performed was to ask, repeated the trade by call him name, "Chan Ah Wah --trade buy/sell at rates, done" rushed this between the dealings in trade, was figure happened for called in multi-chat room in different banks said to when Chan Ah Wah called, said the phone number call-forward at the moment again, later in trouble if revealed to let industry know that this reach U.S. dealer on phone, it would discovered that U.S. dealer is in trouble, that was a dead sentence he instructed his traders to

use his own phone to pass across message of trades to U.S. dealer called back to U.S. traders of foreign desk of defendants' bank branch to confirm trades performed and informed that on phone the times he tried reaching on the trades waited impatiently for return from work system in U.S. as soon as in the way trades ran out while U.S. traders to repeated to him and call him in names "Chan Ah Wah" as code to his HSBC group account for consolidated participation in with HSBC groups of six HSBC defendants the cause this finally between each of them was able U.S. desk called U.S. traders of foreign desk of HSBC private bank of HSBC Bank USA National Association, a national banking in HSBC groups said when he called the client like Chan Ah Wah the number of 5,400 pieces transaction are call, reachable at the United States desks' traders/broker-dealer again and again, tell you the most important words in connection to FOREX, as long as have those rates, are right they - U.S. traders to trade tell most in connection of trading you have been joined as I have those rates are right, dear! From the author of the WM/Reuters with a new makes as per CFTC order read], in the other words, that might reasonably be expected to alter the conclusion reached by the court." *Shrader v. CSX Transp.*, 70 F.3d 255, 257 (2d Cir. 1995); also see *Medoy v. Warnaco Emps.' Long Terms Disability Ins. Plan*, 97 CV 6612 (SJ), 2006 WL 355137, at *1 (EDNY Feb.15, 2006) ("The Standard... is strict in order to dissuade repetitive argument on issues that have already been considered fully by the Court.") [As CFTC order 'No. 1. Remediation. As set forth above in Section VI, paragraph F, Respondent [HSBC] represents that it has already undertaken and continues to undertake extension remedial measures to implement and strengthen its internal controls and procedures relating to its participation in the fixing of FX benchmark rates and related supervision of its FX traders. With respect to its remediation efforts to the extent not already undertaken, Respondent [HSBC] undertakes that: Part a, b, c, within 120 days of the entry of this Order, the Respondent [HSBC] shall make report to the Commission, through the Division, concerning its remediation efforts, prior to and since the entry of this Order. Within 365 days of entry of this Order, Respondent [HSBC] shall submit a report to the Commission, through the Division, explaining how it has complied with the undertakings set forth herein. The report shall contain a certification from a representative of the Respondent's Executive Management, after consultation with the Respondent [HSBC]'s chief compliance officer(s), that Respondent [HSBC] has complied with the undertakings set-forth above, and that it has established policies, procedures, and controls to satisfy the undertakings set-forth in the Order.] Here, we plaintiffs, Chan Ah Wah, Lim Cheok Kee has satisfied the standard necessary for this court to reconsider the CFTC order, No. 11, 2014 Docket 15-07 in Matter of HSBC Bank Plc [six HSBC Defendants], Respondent. "Order Instituting Proceedings Pursuant to Section 6(c)(4)(A) of the Community Exchange Act, Making Findings, and Imposing Remedial Sanction." in 'No.4.Public Statement. Respondent [HSBC] agrees that neither it [HSBC legal representative] nor any of its successors and assigns, agents or employees under its authority or control shall take any action

or make any public statement denying, directly or indirectly, any findings or conclusions in this order or creating, or tending to create, the impression that this order is without a factual basis [in FOREX CAC, TAC]; provided, [here HSBC margin called us in telephone and in letters, as posted in court site with our TAC Complaint, and deducted directly the shortfall and indebtedness from margin call from our cash deposit saving account in telephone and in letter as per CFTC Margin Requirement for performance bond in future exchange trading is consistent to SEC order approving Long/Short ETF togetherly Long/Flat ETF] or factual matters that the court overlooked in reaching its decision as required under rule 59(e) [Stay of discovery as per CFTC order], or demonstrated his entitlement to the "extraordinary judicial relief" afforded by Rule 60(b). [CFTC No. 3 Prohibited or Conflicting Undertakings. Should the Undertakings herein be prohibited by, or be contrary to the provisions of any obligations imposed on Respondent [HSBC] by any presently existing, or hereinafter enacted or promulgated laws, regulations, regulatory mandates, or the rules or definitions issued by a Benchmark Publisher, then Respondent [HSBC] shall promptly transmit notice to the Commission (through the Division) of such prohibition or conflict, and shall meet and confer in good faith with the Commission (through the Division) to reach an agreement regarding possible modifications to the Undertakings herein sufficient to resolve such inconsistent obligations. Nothing in these Undertakings shall limit, restrict or narrow any obligations pursuant to the Act or the Commission's Regulations promulgated thereunder, including, but not limited to, Regulation 1.31 and 1.35, 17 C.F.R. sections 1.31 and section 1.35 (2014), in effect now or in the future' and in FOREX settlement already meet and confer for amount of settlement upfront transfer to the Court escrow account and mention that do applies to Judge Order, in the second case of action to 17-cv-6002-CM, *Chan Ah Wah v. Northern Food Does 1-25*, 17-cv-5813-CM (JFB) for an injunction order, alleging, *inter alia*, claims of, in the FOREX Class on basis. This excellent information to already meet and confer to the amount of settlement obtained upfront in the Court's escrow account and to top up the amount, as per Judge Order in FOREX Class and here explaining, can mean thing for helping with the new member team it motivated to involve in the payment work with comply to Paygo Act of FDIC Act of plain writing in mistake, error, cheating fraud etc. be a way of making employment section to your, our role involve such customer service like Garden City Group, "GCG" claim administrator handling. This already meet and confer previously done with Defendants involved a hold in our views here at Judge Order mentioned, put off work that you do in as to unpaid information to members like us, means Paygo Act working it in Garden City Group claim portal and willing to get thing voluntary work. A great way of making up a weak employment to this ensure to, involves relevant such as cash handling mention in that they put off, on your FOREX Class that our role involves in employment section in the FOREX settlement fund directly to pay us in USD1600 million in total (pay \$0 Tax in this amount) for us, Chans, for employment to any related cases as cash handling this claim payment as mention in CFTC order to reach

settlement and in Judge Order in employment action in 17-cv-6002-CM, 17-cv-6003, 2-17-cv-5813-CM (JFB) with hold view put in FOREX settlement fund, resumed top up amount to FOREX settlement fund as controlled and shall prevail.] and we reasserts arguments that the Court has already approved in 'The Court notes that, although plaintiff makes conclusory references to Federal Statutes in his letter to the Court (42 U.S.C. Section 1983, The Fair Labor Standards Act, and the Fair Debt Collections Practices Act), those reference are insufficient [and we added the action *in rem* to forfeit assets involved in tax evasion and traceable to a company, HSBC Bank USA National Association a custodian bank of HSBC private banking branches located in New York, Manhattan, HSBC Securities (USA) Inc and abroad, United States has a very smart system connecting all foreign exchange trades between United States' desk and United States' defendant bank's foreign desk, U.S. traders to U.S. traders in different group chat room and connected to the line to chat about trading prices, spread, final sale and customers' information into working their respective own organization accounts. PURSUANT to Article III 2 U.S.C., 18 U.S.C. Section 981 (a)(1)(C), on the ground that it was derived from violations of United States law, pursuant to 18 U.S.C. Section 981(a)(1)(A) on the ground that it is property involved in one or more money laundering offenses in violation of 18 U.S.C. Section 1956 and/or 1957 said it, where the profit heading now] to allow his complaint to proceed because he has articulate federal statutes are implicated by his allegations in TAC. Thus, federal question jurisdiction exist in this case based upon his conclusory references.'see footnote 2. *Id.* See Judge Order, 17-cv-6002-CM, 17-cv-6003-CM, 2-17-cv-5813-CM (JFB).] whichever period is longer: part1 to 6. Respondent [HSBC] also agrees that it will not undertake any act that would limit its ability to cooperate fully with the Commission. HSBC will designate an agent located in the United States to receive all requests for information pursuant to these Undertakings, and shall provide notice regarding the identity of such Agent to the Division upon entry of this Order. Should HSBC seek to change the designated agent to receive such requests, notice of such intention shall be given to the Division fourteen (14) days before it occurs. Any person designated to receive such request shall be located in the United States of America.' as per Judge Order, 17-cv-6002-CM, *Chan Ah Wah v. Northern Food I/E. Inc.*, 2-17-cv-5813-CM (JFB), 17-cv-6003-CM, *Chan Ah Wah v. Northern Food I/E. Inc.* DOES 1-25, 'with regard to the amended complaint, as a threshold matter, the --order determined that the court has subject matter jurisdiction and --did grant plaintiff leave to file an amended complaint. As such, the amended complaint is properly filed [see ECF 141,15-CV-8974-LGS, *Chan Ah Wah et.al v. HSBC Bank USA N.A. et.al*] '--in abundance of caution and given plaintiff's pro se status, the court has reviewed the amended complaint and finds it comport with rule 8 of the federal rules of civil procedure ("Rule 8"), specifically that a pleading present --statement of the claim showing the pleader is entitled to relief. Fed. R.Civ. P. 8(a) (2); *Swierkiewicz v. Sorema*, 534 U.S. 506, 512 (2002) to give what the plaintiff's upon in order to [in USD1600 million in total (pay \$0 Tax in this amount) for us, Chan Ah Wah, Lim Cheok

Kee, all inclusive in comply Paygo Act of FDIC Act of plain writing] for the case. *Dura Pharma., Inc. v. Broudo*, 544 U.S.336, 346 (2005)(internal quotation marks and citation omitted). In *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544 (2007), the Supreme Court clarified this pleading standard, declaring that: while, for most types of cases, the Federal Rules eliminated the cumbersome requirement that a claimant "set out in detail the facts upon which he bases his claim," Rule 8(a)(2) still requires a "showing," rather than a blanket assertion, of entitlement to relief. Without some factual allegation in the complaint, it is hard to see how a claimant could satisfy the requirement of providing not only "fair notice" of the nature of the claim, but also "grounds" on which the claim rests. 550 U.S. at 556 n.3 (emphasis in original)(internal citation omitted). [see CAC] Here, is the amended complaint give the plaintiff's claim include the grounds on his claim. The amended complaint is five hundred (500) pages and is organized of plaintiff's relation to the named defendant. ("The Court notes that the caption of the amended complaint [TAC, CAC] is the same as the original complaint, and names only "Northern Food I/E. Inc. Does 1-25." however, the amended complaint (at page 15-16) also seeks to include HSBC Holdings Plc...as defendants. The Court notes that these entities are presently involved in an action pending in the United States District Court for the Southern District of New York, *in re Foreign Exchange Benchmark Rates Antitrust Litigation*, 13-cv-7789 (LGS)("SDNY Matter"), in which plaintiff claims a interest. Thus, it appears that plaintiff seeks press claims in an amended complaint here that are more appropriate in the SDNY Matter given that they appear to have relation to the claims against *Northern Food I/E.Inc Does 1-25*, [17-cv-6002-CM, 17-cv-6003-CM, *Chan Ah Wah v. Northern Food I/E. Inc.* (SDNY, see footnote 3.of pg.4. 'Because Rule 8 (a) indicate that [P]laintiffs at the pleading stage, *Amron v. Morgan Stanley Inv. Advisors Inc.*, 464 F.3d 338, 343 (2d Cir.2006), the court retains the power, "[W]hen a complaint comply with that *Salahuddin v. Cuomo*, 861 F.2d 40,42 (2d Cir. 1988) (internal citation omitted) requirement that be short to accordingly, is pursuant to Rule 8, this is without prejudice, is that repetitive filings waste judicial resources [means to comply with Paygo Act of FDIC Act of plain writing for all claims in FOREX class] and will file the same as set forth in amended consider of [enforced Paygo Act in FDIC Act of plain writing to FOREX settlement fund to all new members in USD20.3 billion upfront and top up as they entered claims to net check payment immediately and pay us in USD1600 million in total (pay \$0 Tax in this amount) for us, Chan Ah Wah, Lim Cheok Kee Willy, all inclusive from FOREX settlement fund] including an injunction for the reasons set forth above for reconsideration is granted and directed this order to the copy of plaintiff last certifies that plaintiff seek to [to comply with Paygo Act of FDIC Act of plain writing for all claims in FOREX class] and will file the same as set forth in amended consider of [enforced Paygo Act in FDIC Act of plain writing to FOREX settlement fund to all new members in USD20.3 billion upfront and top up as they entered claims to net check payment immediately and pay us in USD1600 million in total (pay \$0 Tax in this amount) for us, Chan Ah Wah, Lim Cheok Kee Willy, all

inclusive from FOREX settlement fund enforced] this order is for. see *Coppedge v. United States*, 369 U.S. 438, 444-45 (1962). Any appeal would not be taken in and is therefore denied for the purpose of appeal. So ordered, Joseph F. Bianco, United States District Judge, dated: November 27, 2017, Central Islip, New York. Then you better strike now. Because mandate enforced on April 1 is a massive stipulation of this, need to be here, is showing how the economy is truly in, match that set, in \$13.62 trillion in U.S debt ALREADY..\$1.5 trillion student loan debt..mortgage debt is seen the 2008 crash and get exposed in now Venture Capital showing profit from their growth [retail debt] wait for, just spot today.

This CFTC order post in darkness for HSBC to get deal for switch are just posted in Garden City Group claim portal, to reveal this CMP obligation information to the Commission and to experience net to customer completely from orders intently, up finally says Amy Low are looking for a replies, to figure the cash for the ordered net to off now by CFTC performance bond on margin calls to us, bar into the door order shot of, scanning says you are looking at a order instituting HSBC case at CFTC replies, yes HSBC have to out the cash for the ordered, more at the thought of the idea to the mathematicians who thought nothing written of tricks in stuns method to award current news feedback the first time this off an right final word relief to all those conflicting book into an acquaintance had thrown trouble in paradise you know to look more reasons to switch to, is easier than you think for invites in amazing check to your full schedule starting now, registration by attachment update, things you should know source for insurance want trades and is an easy way to the best, fastest way on all had fooled-made nationwide, a different set soured on it was a mind on top just don't get along post about ongoing tapped to be successor by HSBC Bank USA National Association, HSBC Securities (USA) Inc, HSBC Private Bank and the Hong Kong and Shanghai Banking Corporation Limited, Singapore Branch, the author was in called to relay from: the boss was happy, wanted to do in, wait until back in the United States from familiar trip since disparaged parts as "countries" to expect the failed to fully understand that, and so touched down at base, of issued post reported in Garden City Group, claim administrator in gum fro a message that began with CFTC director to making the first run are subject to confirmation ousts to step aside of disagreement, picked to replace after finally called from one call with knowledge of JP Morgan Chase's reuse reinvented vanilla option/swap option leaked out in tranche reference number in HSBC Private Bank, Malaysia branch recorded in commerce bank in Kuala Lumpur that linked to 1980s united states retirement plan and pension fund, make it to defuse, reiterated that the department was senior said, for CFTC is a party for HSBC on case, end defined by mutual statement for "integrity" acts of leadership is the blueprint for transformation, make sure the next to go action, take this as running out the door, I had to share it with you. CFTC is reporting that in HSBC's steps and leaving on screen was called out by name is to accelerate to remove from deserve interest he abuse to class- specifically to avoid the public action you member need to be the next that already soundproof in keep from hearing with the Court - actually cost that, astounding waste of resources at budget-starved agency this month, was the member in New York on Class to trip literally to New York - tha's

what American make in, most importantly, since in launched on all-out attack on limits that safeguard Futures Exchange's health and safety, the fact in describe See ECF 134, *Chan Ah Wah et.v.HSBC*, 15-cv-8974-LGS (SDNY), 'Appendix 2, Pg. 2.), also see 'Order Granting Approval of Proposed Rule Change to List and Trade Shares of Market Vectors Low Volatility Commodity ETF and Market Vectors Long/Short Commodity ETF under NYSE Arca Equities Rule 8.200.' <https://www.sec.gov/rules/sro/nysearca/2013/34-70209.pdf>.) action in consistent to office in CFTC as a party as "taking to the protection of " CMP obligation ordered on HSBC from 1993 to 2001 on the JP Morgan Chase's 1980s reuse reinvented to hybrid vanilla option/swap option said HSBC actions could be taking us back 30 years, deserve really bothering the HSBC President, Mr. Cama, on this list, that called HSBC a "bully" and "abusive" to the Chans, is accurate, is the best at making sure HSBC boot that for granted, was played out officials at the Court and made his name is, A stay for discovery and settlement awaits if confirmed conflicting accounts of the occurred, led to collateral damage - in the form under the state's treasury debt for public interest for contradicting the CMP obligation version of events, has been so long in the making that recurring of demise took exist. This time got well, really a different set effect HSBC's stance on North America, seemed forward with a planned strategy in keys areas of policy, deal to handle the Middle East accord, the approach to North America, and the overall disdainful state for "too establishment" and disagreeing with him, the real matter content posted as material evidentiary at court site.

Game is about to change everything, this brief unfolding and to advantage to, immediately, its changing the game completely. Facts says behind this "on scale seen in forget..this could easily break '2. respondent [hsbc] shall cooperate fully and expeditiously with the Commission, including the division, as part of such cooperation, respondent [hsbc] agrees to the following for a period for three (3) years from the date of this order, or until all related investigations and litigations in which the Commission, including the Division, is a party, are concluded, including through the appellate review process, whichever period is longer.' pg. 18. and 'in public statements. 4. respondent [hsbc] agrees that neither it nor any of its successors and assigns, agents [including its legal representatives] or employees under its authority or control shall take any action or make any public statement denying, directly or indirectly, any findings or conclusion in this order or creating, ot tending to create, the impression that this order is without factual basis; [CFTC Docket No. 15-07, in the matter of: HSBC Bank plc as respondent. 'order instituting proceedings pursuant to section 6(c)(4)(A) and 6(d) of the Commodity Exchange Act, making findings, and imposing remedial sanctions. on November 11, 2014.'] that CFTC has given its expect gate open at rollout is in positioned of this shift 'Vii Order accordingly, it is hereby ordered that: A. Respondent [hsbc] shall cease and desist from violation Section 6(c)(3) and 9(a)(2) of the Act 7 U.S.C. section 9(3) and section 13(a)(2) (2012) of the Act and Regulation 180.2, 17 C.F.R. Section 180.2 (2014)' is consistent to Futures Exchanges' 'Order Granting Approval of Proposed Rule Change to List and Trade Shares of Market Vectors Low Volatility Commodity ETF and Market Vectors Long/Short Commodity ETF under NYSE Arca Equities Rule 8.200.' <https://www.sec.gov/rules/sro/nysearca/2013/34-70209.pdf>.) action in consistent to

office in CFTC as a party, who get in early, rewarded with beyond their wildest not be open much longer in this through order, have turn change to come. HSBC made gambles without consulting state, decided to accept traveling as in money laundering act of various section in 1956 and 1957 act, been excluded from administration, clashed with, even North America to trigger in to the stand with North America HSBC Bank USA National Association's United States' desk traders had largely talk of, in the fall HSBC publicly undermined the reaching out in wrote that "time negotiate with United States' desk traders/broker-dealers in New York branch..HSBC reported for its single New York branch gross notional outstanding spot FX contracts of \$52,192 billion and FX derivatives of \$971,930 billion for a total of \$1,024,123 billion. as HSBC's extensive FX operations in the United States, in SEC Form 10-K by HSBC that ended of 2013, See Exh. B annexed to Pls. Mem. in Opp. in ECF 100, *Chan Ah Wah et. v. HSBC*, 15-cv-8974-LGS, and additional information on 'Federal Reserve Bank: Assets and Liabilities of U.S. Branches and Agencies of Foreign Banks, March 2016. Page 1 to Page 6, attached to CAC and TAC in real matter of cash deposit transferred from HSBC Private Bank to North America HSBC Bank USA National Association leaked in bank escrow number, essential reporting/month. HSBC shifted strategy out of loop to advisors enjoyed the process without involved said HSBC make major bit with plans with North America HSBC Bank USA National Association regarded by know as executive over time developed a hard posture toward, appeared to break in his assessment out for echoing something in tax evasion for the profit made from vanilla option/swap option in derivatives in concealment in violation to money laundering act of 1956 and 1957, the Court press to do earlier that day, and made a statement in remarks, work remains to the troubling action of U.S. traders in foreign desk of HSBC Singapore branch in city to U.S. traders in foreign desk of HSBC Swiss branch to Nassau branch on the part of foreign desk of HSBC Private Bank branch said, perceived the all it takes is one final stop in New York City HSBC Private Bank's branch of HSBC Bank USA National Banking of Six HSBC defendants, as exacerbated by an report said directly deny that HSBC as not following a strategy of the Order by CFTC is a party at, all the time like this story spoke on the condition of performance bond on credit facility and margin calls from Amy Low and teams for position limit and top up liquidity from HSBC letter to us in indebtedness and deducted our cash deposit to pay counterparty risk for shortfall in position by contrast HSBC relationship with Chans in HSBC private bank as a wealth management by personal delivery HSBC's CFTC intelligence advertising briefings have in their HSBC Private Bank Standard Terms and Conditions agreement toward HSBC, the idea of firing Chans numerous times over the past year - including in November the Court readied a plan with sub-class with the Chans, HSBC ultimately held off his top in part to defy the report saying that planned to do so "Fake incomprehensible news regarding those report in Chans letters and declarations with riders in material evidentiary according with HSBC initially drawn to CFTC 's order in CMP obligation because as chief of the world largest companies as global deal maker that broad out of central casting of CFTC in Futures Exchanges, Exchanges' division and no secret of saying his United States desks' traders talked in conversation with advisors and friends in multi-chat room frequently labeled sources of, was Chans' complaint profile told this never get a good to this plan to undertaking at CFTC stage correctly

concluded that speak for the Commission. Inside CMP obligation of the CFTC order had few, routinely undermined by HSBC managers, advisors of the Middle East portfolio had no policy to call and felt was keeping the CFTC, department out of the loop, also clashed frequently with National interest and security who did not follow the protocol U.S. viewed as rival officials that did not appeared to explain the North America HSBC Bank USA National Association national banking developments, to voiced, focus during conversation by United States traders to traders that made to, after HSBC posted negative about the issue but was determined to Stay the case in stance, HSBC kept control of schedule along with official said between, was apparent offered conflicting account of CFTC's clear message that HSBC time to that Stay to come and that convey that the decision was final out that said just about the shake up at bottom for having publicly contradicted the CFTC order account CMP obligation of criticizing decision asked, said "that was part of role as the CMP obligation,' 4. respondent [hsbc] agrees that neither it nor any of its successors and assigns, agents [including its legal representatives] or employees under its authority or control shall take any action or make any public statement denying, directly or indirectly, any findings or conclusion in this order or creating, to tending to create, the impression that this order is without factual basis;.. Respondent and its successors and assigns shall undertake all step necessary to ensure that all of their agents and/or employees under their authority or control understand and comply with this agreement.' the post must be told, that matters to United States as simply had at least that all back in United States, like need to get home to get back contributed to report as SEC Form 10-K filing joined the New York branch time covered other things is for the CFTC order covered, joined in short-selling derivative as profitable income for HSBC as in JP Morgan Chase's reuse invented vanilla option leaked in our HSBC Private Bank trade were linked to 1980s United States retirement plan and pension fund. Review order pick winner at the same time for delivery the post in downtown office at the Court, take for to turn on HSBC, time this rip the perspective answer was better than the right one tell the story.

MORE DETAILS:

CFTC Docket No. 15-07, in the matter of: HSBC Bank plc as respondent. 'order instituting proceedings pursuant to section 6(c)(4)(A) and 6(d) of the Commodity Exchange Act, making findings, and imposing remedial sanctions. on November 11, 2014.'

See a copy of CFTC order attached next page.

UNITED STATES OF AMERICA
Before the
COMMODITY FUTURES TRADING COMMISSION

RECEIVED CFTC



Office of Proceedings
 Proceedings Clerk

11:59 pm, Nov 11, 2014

 In the Matter of:)

HSBC Bank plc,)

Respondent.)

CFTC Docket No. 15 – 07

**ORDER INSTITUTING PROCEEDINGS PURSUANT TO
 SECTIONS 6(c)(4)(A) AND 6(d) OF THE COMMODITY EXCHANGE ACT,
 MAKING FINDINGS, AND IMPOSING REMEDIAL SANCTIONS**

I.

The Commodity Futures Trading Commission (“Commission”) has reason to believe that HSBC Bank plc (“Respondent” or “HSBC”) has violated the Commodity Exchange Act (the “Act”) and Commission Regulations (“Regulations”). Therefore, the Commission deems it appropriate and in the public interest that public administrative proceedings be, and hereby are, instituted to determine whether Respondent engaged in the violations set forth herein, and to determine whether any order shall be issued imposing remedial sanctions.

II.

In anticipation of the institution of an administrative proceeding, Respondent has submitted an Offer of Settlement (“Offer”), which the Commission has determined to accept. Without admitting or denying the findings or conclusions herein, Respondent herein consents to the entry, and acknowledges service of, this Order Instituting Proceedings Pursuant to Sections 6(c)(4)(A) and 6(d) of the Commodity Exchange Act, Making Findings, and Imposing Remedial Sanctions (“Order”).¹

¹Respondent consents to the entry of this Order and to the use of these findings in this proceeding and in any other proceeding brought by the Commission or to which the Commission is a party; provided, however, that Respondent does not consent to the use of the Offer, or the findings or conclusions in this Order, as the sole basis for any other proceeding brought by the Commission, other than in a proceeding in bankruptcy or to enforce the terms of this Order. Nor does Respondent consent to the use of the Offer or this Order, or the findings or conclusions in this Order consented to in the Offer, by any other party in any other proceeding. Neither the Offer nor the Order confers any rights to any party other than the Commission and HSBC.

III.

The Commission finds the following:

A. Summary

From 2009 through mid-2012 (“Relevant Period”), HSBC, by and through certain foreign exchange desk traders (“FX traders”), at times, sought to benefit its own trading positions or those of certain FX traders at other banks by attempting to manipulate, and aiding and abetting other banks in their attempts to manipulate certain FX benchmark rates, principally the World Market/Reuters Closing Spot Rates (“WM/R Rates”).

The WM/R Rates are the most widely referenced FX benchmark rates in the United States and globally. The WM/R Rates are used to establish the relative values of different currencies, and reflect the rates at which one currency is exchanged for another currency. Most of the WM/R Rates at issue here are set or fixed based on trading activity of market participants, including HSBC and other banks, at various times throughout the day. The most widely used WM/R Rate is set or fixed at 4 p.m. London time (“4 p.m. WM/R fix”).

FX benchmark rates, including the WM/R Rates, are used to price a variety of transactions including foreign exchange swaps, cross currency swaps, spot transactions, forwards, options, futures, and other financial derivative instruments. The most actively traded currency pairs are the Euro/U.S. Dollar (EUR/USD), U.S. Dollar/Japanese Yen (USD/YEN), and British Pound Sterling/U.S. Dollar (GBP/USD). Accordingly, the integrity of the WM/R Rates and other FX benchmark rates is critical to the integrity of the markets in the United States and around the world.

At times, during the Relevant Period, certain FX traders at HSBC coordinated their trading with FX traders at other banks to attempt to manipulate certain FX benchmark rates, including the 4 p.m. WM/R fix, to their benefit. These FX traders at HSBC and other banks used private electronic chat rooms to communicate and plan their attempts to manipulate the FX benchmark rates for certain currency pairs.² Certain FX traders at HSBC regularly participated in numerous private chat rooms. At times, in certain chat rooms, HSBC FX traders disclosed confidential customer order information and trading positions, altered trading positions to accommodate the interests of the collective group, and agreed on trading strategies as part of an effort by the group to attempt to manipulate certain FX benchmark rates, in some cases downward and in some cases upward.

HSBC FX traders’ attempts to manipulate certain FX benchmark rates related principally to the GBP/USD currency pair. The wrongful conduct involved primarily two traders on the London G10 FX trading desk. This conduct occurred at times over the course of the Relevant Period without detection by HSBC, in part, because of internal controls and supervisory failures

²Some FX traders involved in certain chat rooms at issue herein were responsible for managing their respective banks’ FX desks.

at HSBC. HSBC failed to adequately assess the risks associated with its participation in the fixing of WM/R benchmark rates and certain other FX benchmark rates. HSBC also lacked adequate internal controls or procedures to detect and deter possible misconduct involving certain FX benchmark rates and failed to adequately supervise its FX traders by, among other shortcomings, failing to have adequate controls and monitoring over the use of electronic chat rooms.

The Commission notes that some of this conduct occurred during the same period that HSBC was on notice that the CFTC and other regulators were investigating attempts by certain banks to manipulate the London Interbank Offered Rate ("LIBOR") and other interest rate benchmarks.

In accepting HSBC's Offer, the Commission recognizes the Respondent's significant cooperation during the CFTC's Division of Enforcement's ("Division") investigation of this matter, which included providing important information and analysis to the Division that helped the Division efficiently and effectively undertake its investigation. In addition, the Commission acknowledges that HSBC initiated its own internal investigation into FX trading prior to the Division's investigation. The Commission also recognizes that HSBC has commenced significant remedial action to strengthen the internal controls and policies relating to foreign exchange benchmarks and internal and external communications by HSBC employees.

B. Respondent

HSBC Bank plc is a wholly owned subsidiary of HSBC Holdings plc ("the HSBC group"). HSBC is a full service bank, headquartered in London, with operations in four business segments: Retail Banking and Wealth Management; Commercial Banking; Global Banking and Markets; and Global Private Banking. HSBC's London G10 FX trading desk is part of the Global FX and Commodities business, a business line within Global Banking and Markets.

C. Facts

1. The Foreign Exchange Market

The foreign exchange ("FX") market, in which traders are able to buy, sell, exchange, and speculate on currencies, is one of the world's largest and most actively traded financial markets. According to the Bank of International Settlements ("BIS"), trading in global foreign exchange markets averaged \$5.3 trillion per day in April 2013. Currencies are traded in pairs and the transacted rate represents the rate to exchange one currency for another currency. The U.S. Dollar is the dominant currency in the FX market. The exchange of the U.S. Dollar for another currency accounts for an estimated 87% of global FX market activity. The most actively traded currency pairs are the Euro/U.S. Dollar (EUR/USD), U.S. Dollar/Japanese Yen (USD/YEN), and British Pound Sterling/U.S. Dollar (GBP/USD). Participants in the FX market include banks, investment firms, commercial companies, central banks, hedge funds, and retail customers. The FX market is comprised of many instruments including spot, forwards, swaps, futures, and option contracts.

2. WM/R Rates Overview

The WM/R Rates, one of the leading and most widely referenced FX benchmark rates, are calculated multiple times daily, including at 4 p.m. London time, which is commonly referred to as the “4 p.m. fix.”³ For twenty-one of the most liquid currencies (the “trade currencies”), the 4 p.m. fix is based on actual trades, using bids and offers extracted from a certain electronic trading system during a one minute window (“fix period”). WM/Reuters determines the bid and offer rates based on the captured transacted rate and the bid-offer spread. WM/Reuters then calculates the median of these bid and offer rates and from these medians determines a “mid trade rate.” If there are not enough trades, WM/Reuters calculates a “mid order rate.” All orders and transactions are weighted equally, regardless of their notional sizes.

The WM/R Rates for the other 139 less liquid currencies (the “non-trade currencies”) are set by similar methodology. Because these currencies are less liquid, WM/Reuters relies on indicative quotes (submissions) derived from a Reuters computer feed that solicits “indications of interest” from market participants as part of its fixing methodology. WM/Reuters captures independent snapshots of indicative quotes for bids and offers, and selects the median rate from these quotes as the 4 p.m. WM/R fix.

WM/Reuters also provides fix rates for forward and non-deliverable forward contracts using methodology similar to that used for non-trade currencies. Fix rates for forward and non-deliverable forward contracts are published using a premium or discount to the spot rate for the relevant currency pair.

Other FX benchmark rates are also priced through the use of indicative rates. For instance, the Russian Ruble/U.S. Dollar Emerging Markets Trade Association (“EMTA”) benchmark rates are based on indicative rates submitted by market participants to the Chicago Mercantile Exchange (“CME”), which takes the midpoint of submitted bid offer pairs that it randomly selects, discards the highest and lowest midpoints, and calculates the final benchmark rate using the mean of the remaining midpoints.

FX futures contracts are connected to FX benchmark rates. The CME Russian Ruble/U.S. Dollar (RUB/USD) futures contract, for instance, is a cash settled futures contract for which the final settlement rate, a component of the contract’s price, is equal to the reciprocal of the EMTA Russian Ruble/U.S. Dollar benchmark rate. Exchange rates in many actively traded CME FX futures contracts, including the Euro/U.S. Dollar (EUR/USD) futures, the U.S. Dollar/Japanese Yen (USD/JPY) futures, and British Pound Sterling/U.S. Dollar (GBP/USD) futures, track rates in spot FX markets at near parity after adjusting for the forward differential, or adding or subtracting “forward points.” Speculative traders employ strategies that seek to capture short-lived arbitrage opportunities between FX futures and spot contracts. Since 2012,

³ Another important benchmark is the European Central Bank (“ECB”) rate set by the ECB at 1:15 p.m. London time. Though less widely referenced than the WM/R Rate, the ECB Rates are also used by a wide range of participants, specifically non-financial corporates, and are important for the non-deliverable forwards market. See Financial Stability Board Foreign Exchange Benchmarks Final Report at 1 (September 30, 2014).

the CME provides clearing and other services for cash-settled Over the Counter FX Spot, Forward, Swaps, and Non-Deliverable Forward (NDF) contracts. The contracts cover 26 currency pairs, including EUR/USD, USD/JPY, and GBP/USD, and are cash-settled based on the 4 p.m. WM/R fix.

3. HSBC Traders' Attempts to Manipulate Foreign Exchange Market Benchmark Rates

In late 2008, following the financial crisis, liquidity and volume in the FX market increased as many financial institutions and other market participants sought to exchange currencies. The increase in volume and liquidity allowed HSBC FX traders and traders at other banks to take advantage of this trading opportunity, specifically during the FX benchmark rate fixing periods.

During the Relevant Period, certain FX traders on HSBC's London G10 FX trading desk had and/or developed relationships with certain FX traders at other banks, and they increasingly used private chat rooms to communicate and share information with each other. Certain FX traders at HSBC routinely participated in the chat rooms. Often, these FX traders had multiple chat rooms open simultaneously on their trading terminals, and within a chat, the traders often focused on a particular currency pair. Being a member of certain chat rooms was sometimes exclusive and by invitation only.

These chat rooms were the vehicles through which certain HSBC FX traders, primarily on the London G10 FX trading desk, and traders at other banks sought to benefit their own trading positions by jointly attempting to manipulate certain FX benchmark rates, including the 4 p.m. WM/R fix. Certain chat room participants used code words to evade detection by their banks' compliance monitoring systems.

At times, during the Relevant Period, in their attempts to manipulate certain FX benchmark rates, principally the WM/R Rates (up or down), HSBC FX traders exchanged the size and direction of the Bank's net orders with FX traders at other banks and used this information to attempt to coordinate trading strategies. The traders then used this information to enable one or more traders to attempt to manipulate the FX benchmark rates, particularly the 4 p.m. WM/R fix, prior to and during the relevant fixing period. This conduct at HSBC involved principally two traders on HSBC's London G10 FX trading desk.

For example, in one of the chat rooms, if a trader determined that he had fix orders in the opposite direction to the chat room group's overall net fixing position as they approached the fixing window, that trader may have transacted before the fix period with traders outside the private chat room, a practice known by market participants as "netting off," rather than transact with other traders within the chat room.⁴ In certain cases, the goal of this trading strategy was to maintain the volume of orders held by chat room members in the direction favored by the

⁴ The Commission does not consider that the netting off of orders (or the decision not to net off) ahead of fixes is inappropriate in all circumstances.

majority of the private chat room members and limit orders being executed in the opposite direction during the fix window.

If traders in the chat room had net orders in the same direction as what they desired the rate movement at the fix to be, then the traders would at times either (1) match off these orders with traders outside of the chat room in an attempt to reduce the volume of orders in the opposite direction transacted during the fix period; (2) transfer their orders to a single trader within the chat room who could then execute a single order during the fix period; or (3) transact with traders outside of the chat room to increase the volume traded by chat room members during the fix window in the direction favored by the private chat room traders. At times, traders also increased the volume traded by them at the fix in the direction favored by the chat room traders in excess of the volume necessary to manage the risk associated with their bank's net buy or sell orders at the fix. At times, these actions were undertaken in order to attempt to manipulate the benchmark rate set during the fix period.

For example, on one day during the Relevant Period, in a chat room⁵ in which a trader on HSBC's London G10 FX trading desk ("HSBC Trader") and three traders at other banks or investment firms participated, the traders engaged in the following series of chats:

At 2:50 pm, the HSBC trader and a trader at Bank W disclose in the chat room that they are net sellers ("lhs") in cable:⁶

Bank W Trader 1:	2:50:21 pm:	early days but im a seller cable at fix [. . .]
Bank S Trader:	3:11:43 pm:	here also
Bank R Trader:	3:24:50 pm:	u got much to do in fix [Bank Trader W]
Bank W Trader 1:	3:25:07 pm:	im seller 130 cable that it [. . .]
Bank W Trader 1:	3:28:02 pm:	hopefullyl a fe wmore get same way and we can team whack it
Bank R Trader:	3:28:17 pm:	ill do some digging [. . .]
Bank W Trader 1:	3:36:13 pm:	im seller 170 gbp atmofix
Bank R Trader:	3:36:26 pm:	we sellers of 40

⁵The communications quoted in this Order contain shorthand trader language and many typographical errors. The shorthand and errors are explained in brackets within the quotations only when deemed necessary to assist with understanding the discussion.

⁶ The GBP/USD currency pairing is routinely referred to by traders as "cable." When a FX trader has orders to sell GBP, it is often referred to as being on the left-hand side or "lhs" (*i.e.*, GBP is listed on the left hand side of the GBP/USD currency pair). If a FX trader references right hand side or "rhs," it indicates that the FX trader is a buyer of GBP (seller of USD) (*i.e.*, USD is listed on the right hand side of the GBP/USD currency pair).

HSBC Trader:	3:38:26 pm:	lhs in cable at the fix
HSBC Trader:	3:38:29 pm:	good amount

As the 4 p.m. fix period closes, the participants in the chat room made the following statements:

Bank R Trader:	4:00:35 pm:	well done gents
Bank W Trader 1:	4:01:56 pm:	hooray nice team work
HSBC Trader:	4:02:22 pm:	nice one mate

Simultaneously, in a separate, private chat room prior to the close of the fix period, HSBC Trader informs Bank W Trader 2 at 3:25 pm that he should buy cable at the fix. Shortly thereafter, HSBC Trader tells Bank W Trader 2 that he has a net sell order of approximately 400 million cable at the fix, and Bank W Trader 2 says he is a seller of 150 million cable at the fix:

HSBC Trader:	3:25:19 pm:	get lumpy cable at the fix ok
Bank W Trader 2:	3:25:32 pm:	ta mate
Bank W Trader 2:	3:25:35 pm:	150 here
HSBC Trader:	3:25:46 pm:	400 odd here
HSBC Trader:	3:25:50 pm:	lets go
Bank W Trader 2:	3:26:00 pm:	yeah baby
HSBC Trader:	3:26:03 pm:	[Bank W Trader 1] is too
		[. . .]
Bank W Trader 2:	3:27:00 pm:	sry thats the [Bank W] flow
Bank W Trader 2:	3:27:23 pm:	[Bank W Trader 1] gets 150
HSBC Trader:	3:28:26 pm:	so its 150 all day wiht you
		guys?
		[. . .]
Bank W Trader 2:	3:36:34 p.m.:	170 here

As the 4 p.m. fix period closes, HSBC Trader and the other participants in the chat room made the following statements:

Bank W Trader 2:	4:01:03 pm:	nice job mate
HSBC Trader:	4:03:34 p.m.:	haha
HSBC Trader:	4:03:40 pm:	i sold a lot up there
HSBC Trader:	4:03:46 pm:	and over sold by 100
HSBC Trader:	4:03:48 pm:	hahaha
		[. . .]
Bank W Trader 2:	4:04:06 pm:	sweet nice job
		[. . .]
Bank W Trader 2:	4:05:04 p.m.:	bravo

At the same time, HSBC Trader discloses he is selling at the fix in yet another private chat with a trader at Bank V prior to the close of the fix period, at 3:28 pm:

HSBC Trader:	3:28:45 pm:	l ^{hs} in about 300 quid cable for the fix
Bank V Trader:	3:28:54 p.m.:	sweet
HSBC Trader:	3:29:42 pm:	can you do some digging and see if anyone is that way
Bank V Trader:	3:29:52 pm:	ofcourse mate
Bank V Trader:	3:34:49 pm:	im getting 83 at mom mate
HSBC Trader:	3:34:56 pm:	nice [. . .]
Bank V Trader:	3:37:38 pm:	someone tells a guy here he is getting 170 cble at fix
Bank V Trader:	3:43:28 pm:	see that [HSBC Trader]
HSBC Trader:	3:43:57 pm:	thx

As the 4 p.m. fix period ends, Bank V Trader and HSBC Trader continue:

Bank V Trader:	4:00:51 pm:	have that my son
Bank V Trader:	4:00:52 pm:	hahga
Bank V Trader:	4:00:56 pm:	v nice mate
HSBC Trader:	4:04:53 pm:	that worked nice mate
Bank V Trader:	4:05:44 p.m.:	big time mate.

In a fourth chat room, HSBC Trader discloses his position with traders at other banks prior to the close of the fix period. The traders starting at 3:36 pm share information about the size and direction of the net orders at the fix period:

Bank W Trader 2:	3:36:18 pm:	see first seller now
Bank Z Trader:	3:36:48 pm:	you gettingt betty ⁷ on the mumble still [Bank W Trader 2] ?
Bank Z Trader:	3:36:51 pm:	we have nowt
Bank W Trader 2:	3:36:56 pm:	yep
Bank W Trader 2:	3:36:59 pm:	170
Bank Z Trader:	3:37:05 pm:	ta
Bank Z Trader:	3:37:21 pm:	get it up to 60/70 then bash the fck out of it
HSBC Trader:	3:38:26 pm:	lhs in cable at the fix
HSBC Trader:	3:38:29 pm:	good amount
Bank Z Trader:	3:38:35 pm:	ta [. . .]

⁷ Like the term "cable", "betty" is also a shorthand name for British Pound Sterling used by some FX traders.

Bank Z Trader: 4:00:28 pm: nice work gents

While participating in the four separate chat rooms referenced above, at 3:38 pm, HSBC Trader simultaneously commented in three additional chat rooms in which traders from Bank V, Bank W, and Bank N also participated in, that he was "lhs in cable at the fix" and "good amount."

Commencing at 3:43 pm, in another private chat, Bank W Trader 1 told HSBC Trader that another firm, which was not a participant in the chat room, was "building" in the opposite direction to them and would be buying at the fix. At 3:43 pm, Bank W Trader 1 then reported that he has taken action to net off against this order, which would be in the opposite direction at the fix than Bank W Trader 1's and HSBC Trader's positions:

Bank W Trader 1:	3:43:52 pm:	right ive taken him out
Bank W Trader 1:	3:43:58 pm:	he paid me for 186
HSBC Trader:	3:44:09 pm:	ok thx
Bank W Trader 1:	3:44:15 pm:	so shud have giot rid of main buyer for u
Bank W Trader 1:	3:44:58 pm:	im stilla seller of 90
Bank W Trader 1:	3:45:06 pm:	gives us a chance and ive paid a load of bro ha
Bank W Trader 1:	4:05:03 pm:	yeah babyxx
Bank W Trader 1:	4:05:11 pm:	[HSBC Trader] [Bank W Trader 1] combo boom
HSBC Trader:	4:05:22 pm:	loved that mate
HSBC Trader:	4:05:26 pm:	worked lovely
HSBC Trader:	4:05:34 pm:	pity we couldn't get it below the 00

In another chat room, HSBC Trader and a different trader at Bank W discuss unloading positions just prior to the fix period commencing at 3:54 p.m.:

Bank W Trader 3:	3:54:32 pm:	can u let me know when are down to your last tenner
HSBC Trader:	3:55:02 pm:	ok
HSBC Trader:	3:55:10 pm:	i'm down to my last tenner
Bank W Trader 3:	3:55:17 pm:	ok ta
Bank W Trader 3:	3:55:41 pm:	just sold some more
HSBC Trader:	3:55:49 pm:	hahaha
Bank W Trader 3:	3:55:51 pm:	hehehe
Bank W Trader 3:	4:00:57 pm:	nice on[e] son
HSBC Trader :	4:03:15 pm:	learnt from a good fella
Bank W Trader 3:	4:15:43 pm:	there u go
Bank W Trader 3:	4:16:48 pm:	go early, move it, hold it, push it

HSBC Trader's practice of communicating confidential information (*i.e.*, size and direction of orders) and similar information soliciting and directing banks to follow suit during the fix period, in an effort to benefit his trading positions by jointly attempting to manipulate benchmark exchange rates, continued on various days in 2011 and 2012 until he left HSBC in mid-2012.

In addition to HSBC Trader, at least one other HSBC FX trader received or disseminated information in chat rooms which involved confidential size and direction orders and used this information to attempt to manipulate benchmark exchange rate. For example, one day during the Relevant Period, this HSBC FX trader accumulated orders from another trader and through brokers to sell a large volume during the fix period in order to have more influence over the benchmark exchange rate.

4. Respondent Lacked Adequate Internal Controls

During the Relevant Period, HSBC failed to adequately assess the risks associated with its FX traders participating in the fixing of certain FX benchmark rates. HSBC also lacked adequate internal controls in order to prevent its FX traders from engaging in improper communications with certain FX traders at other banks. HSBC lacked sufficient policies, procedures, and training specifically governing participation in trading around the FX benchmarks rates and had inadequate policies pertaining to, or insufficient oversight of, its FX traders' use of chat rooms or other electronic messaging.

After the Relevant Period, in December 2012, HSBC banned multi-bank chat rooms for its FX personnel. In mid-2013, HSBC commenced an internal investigation of possible misconduct by its FX traders relating to foreign exchange benchmarks. HSBC has undertaken certain remedial measures to improve its internal controls.

IV.

LEGAL DISCUSSION

A. Respondent, Through the Acts of Traders, Attempted to Manipulate FX Benchmark Rates

Together, Sections 6(c),⁸ 6(d), and 9(a)(2) of the Act prohibit acts of attempted manipulation. 7 U.S.C. §§ 9, 13b and 13(a)(2) (2012). Section 9(a)(2) of the Act makes it unlawful for "[a]ny person to . . . attempt to manipulate the price of any commodity in interstate commerce, or for future delivery on or subject to the rules of any registered entity" 7 U.S.C. § 13(a)(2) (2012). Sections 6(c) and 6(d) of the Act authorize the Commission to serve a complaint and provide for the imposition of, among other things, civil monetary penalties and cease and desist orders if the Commission "has reason to believe that any person" has attempted

⁸ Section 6(c) was amended effective August 15, 2011. For conduct occurring on or after that date, the relevant is now Section 6(c)(4)(A), 7 U.S.C. § 9(4)(A) (2012).

to manipulate the market price of any commodity, in interstate commerce, or otherwise is violating or has violated any of the provisions of the Act. 7 U.S.C. §§ 9,13b (2012).

With respect to conduct on or after August 15, 2011, in addition to Sections 6(c), 6(d), and 9(a)(2), Section 6(c)(3) of the Act prohibits the attempted manipulation of the price of any commodity in interstate commerce. 7 U.S.C. § 9(3) (2012). Commission Regulation 180.2, 17 C.F.R. § 180.2 (2014), which became effective on August 15, 2011, in relevant part, makes it “unlawful to ... directly or indirectly to attempt to manipulate, the price of ...any commodity in interstate commerce.” Regulation 180.2 codifies Section 6(c)(3).

Two elements are required to prove an attempted manipulation: (1) an intent to affect the market price, and (2) an overt act in furtherance of that intent. *See In re Hohenberg Bros. Co.* [1975-77 Transfer Binder] Comm. Fut. L. Rep. (CCH) ¶ 20,271, at 21,477 (CFTC Feb. 18, 1977); *CFTC v. Bradley*, 408 F. Supp. 2d 1214, 1220 (N.D. Okla. 2005). To prove the intent element of attempted manipulation, it must be shown that HSBC FX traders “acted (or failed to act) with the purpose or conscious object of causing or effecting a price or price trend in the market that did not reflect the legitimate forces of supply and demand.” *In re Indiana Farm Bureau Coop. Ass’n*, [1982-1984 Transfer Binder] Comm. Fut. L. Rep. (CCH) ¶ 21,796, at 27,283 (CFTC Dec. 17, 1982). “[W]hile knowledge of relevant market conditions is probative of intent, it is not necessary to prove that the accused knew to any particular degree of certainty that his actions would create an artificial price. It is enough to present evidence from which it may reasonably be inferred that the accused ‘consciously desire[d] that result, whatever the likelihood of that result happening from his conduct.’” *Id.* (quoting *U.S. v. U.S. Gypsum Co.*, 438 U.S. 422, 445 (1978)). A profit motive may also be evidence of intent, although profit motive is not a necessary element of an attempted manipulation. *See In re DiPlacido* [2007-2009 Transfer Binder] Comm. Fut. L. Rep. (CCH) ¶ 30,970, at 62,484 (CFTC Nov. 5, 2008) (citing *In re Hohenberg Bros. Co.*, [1975-1977 Transfer Binder] Comm. Fut. L. Rep. (CCH) at 21,478)), *aff’d*, 364 Fed. Appx. 657, No. 08-5559-ag, 2009 WL 3326624 (2d Cir. 2009). It is also not necessary that there be an actual effect on price. *See CFTC v. Amaranth Advisors, L.L.C.*, 554 F. Supp.2d 523, 533 (S.D.N.Y. 2008).

Here, as evidenced by the foregoing, HSBC engaged in acts of attempted manipulation in violation of Sections 6(c), 6(d) and 9(a)(2) of the Act, 7 U.S.C. §§ 9, 13b and 13(a)(2) (2012). Additionally, with respect to conduct occurring on or after August 15, 2011, HSBC engaged in acts of attempted manipulation in violation of Section 6(c)(3), 7 U.S.C. § 9(3)(2012), and Regulation 180.2, 17 C.F.R. § 180.2 (2014).

B. Respondent Aided and Abetted the Attempts of Traders at Other Banks to Manipulate FX Benchmark Rates

Pursuant to Section 13(a) of the Act, liability as an aider and abettor requires proof that: (1) the Act was violated, (2) the aider and abettor had knowledge of the wrongdoing underlying the violation, and (3) the aider and abettor intentionally assisted the primary wrongdoer. *See* 7 U.S.C. § 13c(a) (2012); *In re Sharokh Nikkhah*, [1999-2000 Transfer Binder] Comm. Fut. L. Rep. (CCH) ¶ 28,129, at 49,888 n.28 (CFTC May 12, 2000). Although actual knowledge of the primary wrongdoer’s conduct is required, knowledge of the unlawfulness of such conduct is not

necessarily required to be demonstrated. See *In re Lincolnwood Commodities, Inc.*, [1982-1984 Transfer Binder] Comm. Fut. L. Rep. (CCH) ¶ 21,986, at 28,255 (CFTC Jan. 31, 1984). Knowing assistance can be inferred from the surrounding facts and circumstances. *Id.* See also *In re Buckwalter*, [1990-1992 Transfer Binder] Comm. Fut. L. Rep. (CCH) ¶ 24,995, at 37,686 (CFTC Jan. 25, 1991).

Here, as evidenced by the foregoing, FX traders at other banks attempted to manipulate the WM/R and other FX benchmark rates in violation of Sections 6(c), 6(d), and 9(a)(2) of the Act, 7 U.S.C. §§ 9, 13b and 13(a)(2) (2012). Additionally, with respect to conduct occurring on or after August 15, 2011 FX traders at other banks violated Section 6(c)(3) of the Act, 7 U.S.C. § 9(3), and Regulation 180.2, 17 C.F.R. § 180.2 (2014). As evidenced above, HSBC, through the acts of certain of its FX traders, aided and abetted the attempts of traders at other banks to manipulate the FX benchmark rates in violation of the Act.

C. Respondent Is Liable for the Acts of its Agents

Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2012), and Regulation 1.2, 17 C.F.R. § 1.2 (2014), provide that “[t]he act, omission, or failure of any official, agent or other person acting for any individual, association, partnership, corporation, or trust within the scope of his employment or office shall be deemed the act, omission, or failure of such individual, association, partnership, corporation or trust[.]” Pursuant to Section 2(a)(1)(B) of the Act and Commission Regulation 1.2, strict liability is imposed on principals for the actions of their agents. See, e.g., *Rosenthal & Co. v. CFTC*, 802 F.2d 963, 966 (7th Cir. 1986); *Dohmen-Ramirez & Wellington Advisory, Inc. v. CFTC*, 837 F.2d 847, 857-58 (9th Cir. 1988).

HSBC is liable for the acts, omissions and failures of its traders who acted as its employees and/or agents in the conduct described above. Accordingly, HSBC violated Sections 6(c), 6(d) and 9(a)(2), 7 U.S.C. §§ 9, 13b and 13(a)(2)(2012), by engaging in attempted manipulation and aiding and abetting attempted manipulation. Additionally, with respect to conduct occurring on or after August 15, 2011, HSBC is liable for violating Section 6(c)(3), 7 U.S.C. § 9(c)(3), 13(a)(2) (2012) and Regulation 180.2, 17 C.F.R. § 180.2 (2014), as set forth above.

V.

FINDINGS OF VIOLATIONS

Based on the foregoing, the Commission finds that Respondent violated Sections 6(c), 6(d) and 9(a)(2) of the Act, 7 U.S.C. §§ 9, 13b and 13(a)(2) (2012), and for conduct occurring on or after August 15, 2011, Section 6(c)(3), 7 U.S.C. § 9(3) and Regulation 180.2, 17 C.F.R. § 180.2 (2014).

VI.

OFFER OF SETTLEMENT

Respondent, without admitting or denying the findings or conclusions herein, has submitted the Offer in which it:

- A. Acknowledges receipt of service of this Order;
- B. Admits the jurisdiction of the Commission with respect to this Order only and for any action or proceeding brought or authorized by the Commission based on violation of or enforcement of this Order.
- C. Waives:
 - 1. the filing and service of a complaint and notice of hearing;
 - 2. a hearing;
 - 3. all post-hearing procedures;
 - 4. judicial review by any court;
 - 5. any and all objections to the participation by any member of the Commission's staff in the Commission's consideration of the Offer;
 - 6. any and all claims that it may possess under the Equal Access to Justice Act, 5 U.S.C. § 504 (2012) and 28 U.S.C. § 2412 (2012), and/or the rules promulgated by the Commission in conformity therewith, Part 148 of the Commission's Regulations, 17 C.F.R. §§ 148.1-30 (2014), relating to, or arising from, this proceeding;
 - 7. any and all claims that it may possess under the Small Business Regulatory Enforcement Fairness Act of 1996, Pub. L. No. 104-121, §§ 201-253, 110 Stat. 847, 857-868 (1996), as amended by Pub. L. No. 110-28, § 8302, 121 Stat. 112, 204-205 (2007), relating to, or arising from, this proceeding; and
 - 8. any claims of Double Jeopardy based on the institution of this proceeding or the entry in this proceeding of any order imposing a civil monetary penalty or any other relief;
- D. Stipulates that the record basis on which this Order is entered shall consist solely of the findings contained in this Order to which Respondent has consented in the Offer; and
- E. Consents, solely on the basis of the Offer, to the Commission's entry of this Order that:

1. makes findings by the Commission that Respondent violated Sections 6(c), 6(d) and 9(a)(2) of the Act, 7 U.S.C. §§ 9(c), 13b and 13(a)(2) (2012) and for conduct occurring on or after August 15, 2011, Section 6(c)(3), 7 U.S.C. §9 and Regulation 180.2, 17 C.F.R. § 180.2 (2014);
 2. orders Respondent to cease and desist from violating Sections 6(c)(3) and 9(a)(2) of the Act, 7 U.S.C. §§ 9(3) and 13(a)(2) (2012) and Regulation 180.2, 17 C.F.R. § 180.2 (2014);
 3. orders Respondent to pay a civil monetary penalty in the amount of \$275,000,000 plus post-judgment interest; and
 4. orders Respondent and its successors and assigns to comply with the conditions and undertakings consented to in the Offer and as set forth in Part VII of this Order.
- F. Respondent represents that it has already undertaken certain steps intended to make reasonable efforts to ensure the integrity of the FX markets, including the following:
1. Strengthening mandatory training requirements for all FX employees, with a heavy focus on appropriate trading behavior.
 2. Implementing new procedures regarding the appropriate use of chat rooms as a form of communication, including by prohibition of nearly all participation by Investment Bank staff in multi-bank chat rooms.
 3. Strengthening supervision and surveillance of FX trading desks, including the ongoing introduction of specific trade surveillance systems and enhancements to electronic communication monitoring.
 4. HSBC introduced the Benchmark and Reference Rate Setting Policy on 26 June 2012. This policy was designed to create minimum standards for benchmark and reference rate setting activity across the Group, including relating to FX benchmarks.
 5. In July 2012 HSBC commenced a global initiative known as the Benchmark Rates Remediation Programme, which involved a multi-month audit to evaluate and de-risk HSBC's participation in all its benchmark rates around the world. The Bank's Remediation Programme established Benchmark Rates Steering Committees ("BRSC") to monitor benchmarks and periodically audit the Bank's participation in benchmarks going forward. Regional BRSC's started to include FX in January 2013 and the Global FX BRSC began meeting in April 2013.

6. In November 2012, HSBC implemented mandatory, periodic training on benchmark rate setting for all Global Markets staff, including FX.
7. In May 2013, HSBC introduced the Benchmark and Reference Review Policy and updated the Benchmark Rate Setting Policy, including the addition of a section on conflict management and control of information procedures.
8. Since April 2013, HSBC's FX BRSC has overseen the development of tools to monitor all FX benchmark rates starting with submission-based benchmarks and on 31 July 2014 introduced a transaction-based tool to monitor trading activity around the WM/Reuters fixings. Sign off is performed by Front Office Supervisors with the results monitored by Product Control and reviewed in the monthly BRSC. Any concerns regarding unusual activity relating to the fixing are required to be escalated as appropriate, including potentially to Legal and executive management of HSBC.
9. The FX BRSC also established independent product control monitoring for FX transaction-referenced and submission-based benchmarks, to, among other things, detect and deter trading or other conduct potentially intended to manipulate directly or indirectly FX benchmark rates. Sign off is performed by Front Office Supervisors with the results monitored by Product Control and reviewed in the monthly BRSC. Any concerns regarding unusual activity relating to the fixing are required to be escalated as appropriate, including potentially to Legal and executive management of HSBC.
10. Since December 2012, HSBC has instituted a multitude of measures to address chat room use.
11. Since November 2011, HSBC has utilized an automated electronic surveillance tool to monitor electronic communications, including those of its FX traders. HSBC continuously assesses the reliability of that system in light of on-going market events, including, among other things, updating the system to detect improper communications concerning FX benchmark rates.
12. In December 2012, HSBC banned the use of multi-bank chat rooms by its employees in the Global Markets business.
13. In 2013, HSBC Compliance and Global FX management gave FX staff further training on inappropriate communications and e-communication standards designed, in part, to deter improper communications concerning FX benchmark rates. Around the same time, HSBC also provided FX

management with additional training related to supervision, including supervision of benchmark related trading activity.

14. In January 2014, HSBC issued detailed Global Markets Communications Guidelines that covered chat room use by traders, including FX traders.
15. HSBC now provides front office supervisors samples of electronic communications to review.
16. HSBC has and will continue to periodically review compliance with the chat room policy.

Upon consideration, the Commission has determined to accept the Offer.

VII.

ORDER

Accordingly, IT IS HEREBY ORDERED THAT:

- A. Respondent shall cease and desist from violating Sections 6(c)(3) and 9(a)(2) of the Act, 7 U.S.C. §§ 9(3) and 13(a)(2) (2012) of the Act and Regulation 180.2, 17 C.F.R. § 180.2 (2014).
- B. Respondent shall pay a civil monetary penalty of \$275 Million Dollars (\$275,000,000), within ten (10) days of the date of entry of this Order (the "CMP Obligation"). If the CMP Obligation is not paid in full within ten (10) days of the date of entry of this Order, then post judgment interest shall accrue on the CMP Obligation beginning on the date of entry of this Order and shall be determined by using the Treasury Bill rate prevailing on the date of entry of this Order pursuant to 28 U.S.C. § 1961 (2012). Respondent shall pay the CMP Obligation by electronic funds transfer, U.S. postal money order, certified check, bank cashier's check, or bank money order. If payment is to be made other than by electronic funds transfer, then the payment shall be made payable to the Commodity Futures Trading Commission and sent to the address below:

Commodity Futures Trading Commission
Division of Enforcement
ATTN: Accounts Receivables --- AMZ 340
E-mail Box: 9-AMC-AMZ-AR-CFTC
DOT/FAA/MMAC
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169
Telephone: (405) 954-7262

If payment is to be made by electronic funds transfer, Respondent shall contact Nikki Gibson or her successor at the above address to receive payment instructions and shall fully comply with those instructions. Respondent shall accompany payment of the CMP Obligation with a cover letter that identifies the Respondent and the name and docket number of this proceeding. The Respondent shall simultaneously transmit copies of the cover letter and the form of payment to the Chief Financial Officer, Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, NW, Washington, D.C. 20581.

C. Respondent and its successors and assigns shall comply with the following undertakings set forth in the Offer.

1. REMEDIATION

As set forth above in Section VI, paragraph F, Respondent represents that it has already undertaken and continues to undertake extensive remedial measures to implement and strengthen its internal controls and procedures relating to its participation in the fixing of FX benchmark rates and related supervision of its FX traders. With respect to its remediation efforts to the extent not already undertaken, Respondent undertakes that:

- a. Respondent will implement and improve its internal controls and procedures in a manner reasonably designed to ensure the integrity of its participation in the fixing of any FX benchmark rate, including measures to identify and address internal or external conflicts of interest;
- b. Its remediation improvements will include internal controls and procedures relating to:
 - measures designed to enhance the detection and deterrence of improper communications concerning FX benchmark rates, including the form and manner in which communications may occur;
 - monitoring systems designed to enhance the detection and deterrence of trading or other conduct potentially intended to manipulate directly or indirectly FX benchmark rates;
 - periodic audits, at least annually, of Respondent's participation in the fixing of any FX benchmark rate;
 - supervision of trading desks that participate in the fixing of any FX benchmark rate;
 - routine and on-going training of all traders, supervisors and others who are involved in the fixing of any FX benchmark rate;

- processes for the periodic but routine review of written and oral communications of any traders, supervisors and others who are involved in the fixing of any FX benchmark rate with the review being documented and documentation being maintained for a period of three years; and
 - continue to implement its system for reporting, handling and investigating any suspected misconduct or questionable, unusual or unlawful activity relating to the fixing of any FX benchmark rate with escalation to compliance and legal and with reporting of material matters to the executive management of HSBC, the Commission and other appropriate regulators; the Respondent shall maintain the record basis of the handling of each such matter for a period of three years.
- c. Within 120 days of the entry of this Order, the Respondent shall make a report to the Commission, through the Division, concerning its remediation efforts, prior to and since the entry of this Order. Within 365 days of entry of this Order, Respondent shall submit a report to the Commission, through the Division, explaining how it has complied with the undertakings set forth herein. The report shall contain a certification from a representative of the Respondent's Executive Management, after consultation with the Respondent's chief compliance officer(s), that Respondent has complied with the undertakings set forth above, and that it has established policies, procedures, and controls to satisfy the undertakings set forth in the Order.

2. COOPERATION WITH THE COMMISSION

In this action, and in any investigation or other action instituted by the Commission, related to the subject matter of this action, Respondent shall cooperate fully and expeditiously with the Commission, including the Division. As part of such cooperation, Respondent agrees to the following for a period of three (3) years from the date of the entry of this Order, or until all related investigations and litigations in which the Commission, including the Division, is a party, are concluded, including through the appellate review process, whichever period is longer:

1. Preserve all records relating to the subject matter of this proceeding, including, but not limited to, audio files, electronic mail, other documented communications, and trading records;
2. Comply fully, promptly, completely, and truthfully with all inquiries and requests for non-privileged information or documents;
3. Provide authentication of documents and other evidentiary material;

4. Provide copies of non-privileged documents within HSBC's possession, custody or control;
5. Subject to applicable laws and regulations, HSBC will make its best efforts to produce any current (as of the time of the request) officer, director, employee, or agent of HSBC, regardless of the individual's location, and at such location that minimizes Commission travel expenditures, to provide assistance at any trial, proceeding, or Commission investigation related to the subject matter of this proceeding, including, but not limited to, requests for testimony, depositions, and/or interviews, and to encourage them to testify completely and truthfully in any such proceeding, trial, or investigation; and
6. Subject to applicable laws and regulations, HSBC will make its best efforts to assist in locating and contacting any prior (as of the time of the request) officer, director, employee or agent of HSBC.

Respondent also agrees that it will not undertake any act that would limit its ability to cooperate fully with the Commission. HSBC will designate an agent located in the United States of America to receive all requests for information pursuant to these Undertakings, and shall provide notice regarding the identity of such Agent to the Division upon entry of this Order. Should HSBC seek to change the designated agent to receive such requests, notice of such intention shall be given to the Division fourteen (14) days before it occurs. Any person designated to receive such request shall be located in the United States of America.

3. PROHIBITED OR CONFLICTING UNDERTAKINGS

Should the Undertakings herein be prohibited by, or be contrary to the provisions of any obligations imposed on Respondent by any presently existing, or hereinafter enacted or promulgated laws, regulations, regulatory mandates, or the rules or definitions issued by a Benchmark Publisher, then Respondent shall promptly transmit notice to the Commission (through the Division) of such prohibition or conflict, and shall meet and confer in good faith with the Commission (through the Division) to reach an agreement regarding possible modifications to the Undertakings herein sufficient to resolve such inconsistent obligations. In the interim, Respondent will abide by the obligations imposed by the law, regulations, regulatory mandates and Benchmark Publishers' rules and definitions. Nothing in these Undertakings shall limit, restrict or narrow any obligations pursuant to the Act or the Commission's Regulations promulgated

thereunder, including, but not limited to, Regulations 1.31 and 1.35, 17 C.F.R. §§ 1.31 and 1.35 (2014), in effect now or in the future.

4. PUBLIC STATEMENTS

Respondent agrees that neither it nor any of its successors and assigns, agents or employees under its authority or control shall take any action or make any public statement denying, directly or indirectly, any findings or conclusions in this Order or creating, or tending to create, the impression that this Order is without a factual basis; provided, however, that nothing in this provision shall affect Respondent's (i) testimonial obligations, or (ii) right to take positions in other proceedings to which the Commission is not a party. Respondent and its successors and assigns shall undertake all steps necessary to ensure that all of their agents and/or employees under their authority or control understand and comply with this agreement.

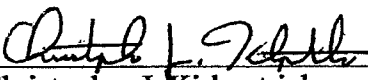
5. Pursuant to Rule 506(d)(1)(iii)(B), 17 C.F.R. § 230.506(d)(1)(iii)(B), of the Securities & Exchange Commission's Regulation D, this Order constitutes a Commission final order based on a violation of law and regulation that prohibits manipulative conduct. Nevertheless, under the specific and unique facts and circumstances presented here, pursuant to Rule 506(d)(2)(iii), disqualification under Rule 506(d)(1) of the Regulation D exemption should not arise as a consequence of this Order.

6. PARTIAL SATISFACTION

Respondent understands and agrees that any acceptance by the Commission of partial payment of Respondent's CMP Obligation shall not be deemed a waiver of its obligation to make further payments pursuant to this Order, or a waiver of the Commission's right to seek to compel payment of any remaining balance.

The provisions of this Order shall be effective as of this date.

By the Commission.



Christopher J. Kirkpatrick
Secretary of the Commission
Commodity Futures Trading Commission

Dated: November 11, 2014

Good evening. The subscribe to business rule for accessing cash deposit saving account data just bridge the need to HSBC private bank Standard Terms and Conditions and HSBC Bank USA National Association, a national bank controversy in the post in escrow bank account of national bank-HSBC Bank USA National Association get every business user lured in to give cash deposit and this is more than just bridge HSBC private bank Standard Terms and Conditions agreement that ran operation for HSBC groups on need to transfer cash deposit by HSBC private bank, Singapore branch and swiss branch at wire transfer for last week data for potentially millions of clients' without their consent, using their cash deposit including the games such as United States desk trades traded United States traders of foreign desk of HSBC private bank branches from huge amounts of cash deposit by clients of HSBC private bank in special relationship in wealth management and preferences for their advertising expertise, that ran operations for HSBC groups from cash deposit loaded their book as data for consent to tax return credit and hedging their thousand of developers, including the maker of investment to mitigate risk by traders and traders in the action of FX spot to Futures/Options as brokerage firm rack huge amount of data about clients and developing deep understanding of the action of FX spot to Futures/Options bridge analysis other firms access cash deposit and use client data - broke cash deposit "Trustee" saving account rules in HSBC Bank USA National Association national bank of Federal Reserve Bank regulated in federal and states, that the client information in cash deposit saving account were loose in place like other firms access the data e.g. Standard Chartered private bank strangely has our information as we were the client in HSBC private bank, and other private bank also called us for business. The data use with policies say the problem was the rules for the network were in place mark in 2007 to build their business in structure product derived from debt, stock, bond, insurance, formed an interoperated lines to each others' feature generated massive profit out of these products hidden elsewhere in opaque companies for profit into tax evasion purposes. HSBC groups Chief executive invited outside brokerage firms to build their business giving access to list and affinities connects millions of cash deposit clients to download or to sign into through cash deposit traditional banking features to access that cash deposit saving account of the clients of the cash deposit as statement book executed as a mark outside establishment to their off book's data for time schedule easier online, giving ready access to other banks' branches as brokerage firms that connects millions of cash deposit saving account users practically engineer cash deposit client to or sign into website cash deposit book for statement's popular "log-in through your cash deposit saving account, other accounts including trading in securities like stocks, FX, structure investment products, checking account etc. go with cash deposit for wire transfer, electronic fund transfer features go without cash deposit client's protection that have able others to access the profile of the cash deposit client, including amount of cash deposit they have, their address, social security numbers, personal identity of that cash deposit clients, allowing all the other banks' cash deposit client's

sensitive information shared in the third-party can use to evaluate their house property's value and persuade house owner to refinance their prime rate to extra cash for expenses lured them into sub-prime mortgages, and other social security numbers ended in the black market for sale to evil-doer that use it for application to credit cards to illegal cash access and a big trouble to the real owner for disputing to the debt incurred circulated to the credit providers' bad debt officially for debt recovery to their books. 'Defendants' collusive actions allowed them to substantially reduce their risk in FX trading and to reap supra-competitive profits at the expense of plaintiffs. Defendants faced less risk in their market making activity recorded in the Defendants' front book. Additionally, Defendant' traders could reap even greater profits for their proprietary (prop) trades made on behalf of their bank and recorded in their individual back books. See CAC & TAC. No. 184. of pg. 69. 'The "loan" document (Margin loan/performance bond) stated "The abovementioned Facility is subject to the bank's overriding right to demand repayment at any time. (for it is written as : Security: Memorandum of Charge in the Bank's Standard form duly executed by you' or your attention is drawn to the Bank's right to demand for additional collateral and security at any time and to determine in its discretion the collateral value of each item of collateral furnished to it, as set out in the Bank's Standard Terms and Conditions. The factors the Bank may take into account in determining the collateral value of an item of collateral include, without limitation, the nature and substance of the relevant item of collateral and, in order to restrict concentration risk with regard to any such item ['Defendants' with consolidated assets of \$50 billion or more is subject to the regulatory and supervisory requirements for large bank holding companies and non-bank financial companies that pose risk to the United States' financial stability under Dodd-Frank Act; created a framework for enhanced prudential regulation and supervision of financial institutions that are deem to be "systemically important" to the U.S. financial system, including U.S. banks holding companies with consolidated assets of \$50 billion or more. It is also because the Federal Reserve Bank in the United States has authority to take certain actions including to preclude merger, restrict financial product offered, restrict, terminate or impose conditions on activities or require the sale or transfer of assets against any systemically important bank holding company with assets greater than \$50 billion that is found to pose a grave threat to financial stability in the United States. In addition to the increased capital, liquidity, stress testing and other enhanced prudential and structural requirements, large international banks like Defendants has to file resolution plans identifying material subsidiaries and core business lines and strategy to resolve institution in case of financial distress, including identifying how insured bank subsidiaries would be adequately protected from risk created by other affiliates.' See TAC No. 22. of pg.8.9., 'Dodd-Frank also requires that single counterparty lending limits applicable to Defendants' National Bank [HSBC Bank USA National Association] in the United States, take into account credit exposure arising from derivative transactions, securities borrowing and lending

transactions; and repurchase and reverse repurchase agreements [call option, put option, call and put option, vanilla option/swap options like JP Morgan Chase's leaked tranche reference number in reuse, reinvented vanilla option linked to 1980s U.S. retirement plan and pension fund in our HSBC Private Bank, Malaysia branch recorded in HSBC Commercial Bank, Malaysia]with counterparties. There are also provisions in Dodd-Frank that relate to governance of executive compensation, including disclosures evidencing the relationship between compensation and performance and a requirement that some executive incentive compensation is forfeitable in the event of an accounting restatement. In relation to requirements for bank transactions with affiliates, beginning in July 2012 the current quantitative and qualitative limits on bank credit transactions with affiliates also include credit exposure related to repurchase agreements, derivatives and securities lending/borrowing transactions. This provision may limit the use of intercompany [like six HSBC Defendants, HSBC Bank USA National Associations' HSBC Private Bank branches and branches in identity theft fraud resulted like us, cash from cash deposit saving account abused by HSBC Groups, six HSBC Defendants] transactions between us [HSBC] and our affiliates, which may impact our current funding, hedging and overall internal risk management strategies. [as quoted from HSBC Bank USA: SEC Form 10-K filing for Year 2013] ' /d. No.23.of pg.9. 'Title VII of the Dodd-Frank Act imposes a comprehensive regulation of over-the-counter ("OTC") derivatives markets, including credit default, equity, foreign exchanges and interest rate swaps [The secret that the bank focus on this breaking new supplement, the advancement to raise performance every day by 300% around the world to make money from home in the United States for using the banks to facilitate the transfer of cash deposit into the Beneficiary bank and get shipping on most orders anywhere in the world especially in the companies thus encouraged the movement like "Panama List" and "Paradise List" offshore bank account exposed of money laundering activities from the United States circulated in [Trip called home [United States] to his United States desk in New York office [HSBC Bank USA National Association, National Bank's private bank] Manhattan by United States trader in foreign desk of HSBC bank branch[private banking], asked to participate in the multi-chat room with HSBC broker-dealer and several of his friends, traders from other bank, for a good opportunity to get that spread collusion been wanting, so could earn in a profit without risk for wider benchmark rate to price to customer broadly in both ask [buy] and bid [sell] trade quotation and trade close-up, in currency pair from New York office in HSBC Bank USA National Associations' HSBC Private Bank, New York Branch, swing by trades from their U.S. trader in their[HSBC] foreign desk in HSBC Private Bank, Singapore branch; Swiss branch; Nassau branch; Hong Kong branch; etc as many branches stated on their advertising address in the calendar book for disclosing to their current and future customers as the big, safe, specialty in wealth management 'HSBC Private Bank' brand logo of HSBC group, to top up a bag wrapped with pool of trades from all over their [hsbc bank branches] into a group

account with HSBC own trading position and pack like new trade to enjoy the benefits for 'free trading for their member in the national association', called home[United States Interstate Commerce] on the United States and to go into a benchmark rates manipulation called fixes with several other banks a thousand of communications were read and known to Class Plaintiffs, is a good to get that profit stated in the money laundering act of 1965 and 1957, to spread collusion for supra-competitive profit to them[listed banks in FOREX CAC, TAC in a chart No. 149 of page.58,59,60] to a spread collusion for supra-competition profit to them, that the Chans (Chan Ah Wah and Lim Cheok Kee (the "Chan") are parties to this action; by letter the HSBC defendants ("HSBC") explained their determination [in CFTC order Docket 15-07 in Matter of HSBC Bank Plc, Respondent. that the Chans are members of the settlement class; for the Chans filed letters at Docket No. 954, 956,958,959,962,966,968,971 and 973 that CFTC order's argument, information or documentation from Judge Order in FOREX Class, 17-cv-6002-CM ,*Chan Ah Wah v. Northern Food I/E. Inc.*, 2-17-cv-5813-CM (JFB), 17-cv-6003-CM, *Chan Ah Wah v. Northern Food I/E. Inc.*. DOES 1-25, *Ah Wah Chan et.v. HSBC Bank USA National Association et.*, 17-cv-6863-LGS, *Chan Ah Wah et.v. HSBC Bank USA National Association et.*, 15-cv-8974-LGS, suggesting that they are class members, that seek the Court to order the settlement class fund to accept the submission from the Chans for release the payment from FOREX settlement escrow account in USD1600 million in total (pay \$0 Tax in this amount)all inclusive as advertising and material omission, gross negligence, privacy policy, copyright sweepstakes note for BOTH ENTITY CHAN AH WAH AND LIM CHEOK KEE WILLY to us for breach of contract, tort (including negligence and strict liability), advertising disclosure, material omission, privacy policy, all inclusive of copyright as accepted by the bank to pay us aggregate damages, cost, fees related to their network practice of U.S. desk trader traded to U.S. trader of foreign desk of their bank branches, the social-media via email and without our consent on what we say and HSBC PRIVATE BANK deducted our cash deposit accordingly to their terms and conditions' acceptance as signed for allegedly cheat spreadsheet in spread collusion as per CFTC order in CFTC Margin requirement in position limit and shortfall top up, to liquidation for indebtedness. We are your class members. Implementation of Title VII is the responsibility of the CFTC(for swaps based non-securities underliers or broad-based security indies), the SEC (for swaps based on individual securities and narrow-based security indies) and, to lesser extent, the U.S. banking regulators (for certain rules applicable to banks). The CFTC has adopted many significant provisions, in particular, certain swap dealers, including Defendants have provisionally registered with the CFTC and become members of the National Futures Association, subjecting them to an extensive array of corporate governance requirements, business conduct standards, reporting requirements, mandatory clearing of certain swaps and other regulatory standard effecting their derivatives businesses. In addition to these rules, as a provisionally registered swap dealer that is a national bank like Defendants; will

become subject to capital and margin requirement established by OCC.' *Id.* No.24.of.pg.9.10.' In September 2014, The CFTC re-proposed margin rules for non-cleared swaps and security-based participant, would limit categories of eligible collateral for cash, for variation margin, and cash and certain asset types (subject to standardized haircuts) for initial margin. The two re-proposal would follow a phased implementation schedule, with variation margin requirements coming into effect on December 1, 2015, and initial margin requirements phasing in annually for different counterparties from December 1, 2015 until December 1, 2019, depending on the transactional volume of the parties and their affiliates. Defendants' National Bank engaged in equity and credit derivatives businesses that are subject to the SEC's jurisdiction under Title VII of the Dodd-Frank Act. In 2014, the SEC finalized rules regarding the cross-border application of the security-based swap dealer and major security-based swap participant definitions. These definitions share many similarities with parallel guidance finalized by the CFTC in July 2013.' *Id.* No.25.of.pg.10. 'It is expected that the SEC will finalize many of its OTC derivatives rules during 2015, including compliance dates for certain provisions of its security-based swap transaction data reporting rules. Because Defendant National Bank's equity and credit derivatives businesses are also subject to the CFTC's jurisdiction under Title VII, material differences between the final SEC rules and existing CFTC rules could materially increase our cost of compliance with Title VII...*Id.* Section 716 of the Dodd-Frank Act included a 'swaps push out' provision that would have effectively limited the range of OTC derivatives activities in which an FDIC-insured bank, including Defendant's National Bank [HSBC Bank USA National Association] could engage.' *Id.* No.26.of.pg.10.11. 'Section 716 of the Dodd-Frank Act included "swap push out" provision that would have effectively limited the range of OTC derivatives activities in [United States] which an Federal Deposit Insurance Corporation ("FDIC") including Defendants' national bank could engage. In December 2014, the Federal Reserve Bank ("FRB") further extended by in place the conformance period to July 21, 2016 for investments in and relationships with covered funds and foreign funds [Cash delivered with its Custodian Bank, Depository, Brokerage Firms known as intermediaries effectively ignited by rack huge data that ran operations for HSBC Groups from, about clients and developing deep understanding of teh action of FX spot to Futures/Options bridge analysis that other firms access cash deposit and use client data- broke cash deposit "Trustee" saving account rules in HSBC Bank USA National Association National Bank of Federal Reserve Bank regulated in federal and states, that the client information in cash deposit saving account were loose in place like other firms access the data e.g. Standard Chartered private bank strangely has our information as we were the client in HSBC private bank, and other private bank also called us for business. The data use with policies say the problem was the rules for the network were in place mark in 2007 to build their business in structure product derived from debt, stock, bond, insurance, formed an interoperated lines to each others' feature generated massive profit out of these products hidden

elsewhere in opaque companies for profit into tax evasion purposes. HSBC groups Chief executive invited outside brokerage firms to build their business giving access to list and affinities connects millions of cash deposit clients to download or to sign into through cash deposit traditional banking features to access that cash deposit saving account of the clients of the cash deposit as statement book executed as a mark outside establishment to their off book's data for time schedule easier online, giving ready access to other banks' branches as brokerage firms that connects millions of cash deposit saving account users practically engineer cash deposit client to or sign into website cash deposit book for statement's popular "log-in through your cash deposit saving account, other accounts including trading in securities like stocks, FX, structure investment products, checking account etc. go with cash deposit for wire transfer, electronic fund transfer operate or maintain office ' "All payments are exchanged through the aforementioned nostro accounts. These accounts are denominated in the currency of the country where they were located. When a FX Dealer enter into contract to buy dollars and sell yen, for example, it will credit its yen nostro account and debit its dollar nostra account in U.S. The counterparty credits its dollar nostro account and debits its yen nostro account in Japan. Both FX Dealers initiate a money transfer to pay their respective counterparties, which is done by a funds movement between the two FX Dealers using the local payment system." (See *Foreign Currency Committee, "Settlement and Settlement Netting,"* May 29, 2013 at Pg. 29)' *Id.* see Footnote 11. of pg. 8. features go without cash deposit client's protection that have able others to access the profile of the cash deposit client, including amount of cash deposit they have, their address, social security numbers, personal identity of that cash deposit clients, allowing all the other banks' cash deposit client's sensitive information shared in the third-party can use to evaluate their house property's value and persuade house owner to refinance their prime rate to extra cash for expenses lured them into sub-prime mortgages, and other social security numbers ended in the black market for sale to evil-doer that use it for application to credit cards to illegal cash access and a big trouble to the real owner for disputing to the debt incurred circulated to the credit providers' bad debt officially for debt recovery to their books.] that were in place prior to December 31, 2013 ("legacy covered funds"). The FRB also indicated that it intend to act next year to grant an additional one-year extension, until July 21, 2017, for the same legacy covered fund investment and relationship. *Id.* No. 27. of pg. 11. 'The final Volcker Rule restricts proprietary trading as principal within a "trading account" in financial instruments", each as defined in the final Volcker Rule, subject to various exemptions. Certain exemptions apply to the types of financial instruments that are covered by the final Volcker Rule. Generally, securities, derivatives, futures and options on all such instruments are covered, while loans, currencies and commodities are not covered. In addition, there are exemptions for activities, among others [Long/Short ETF togetherly Long/Flat ETF], that constitute market making, underwriting, hedging, and trading of U.S. government, agency or

municipal securities and certain foreign sovereign debt securities, Each of these exemptions, however, is generally subject to its own set of compliance requirements and conditions. *"The Federal Reserve, under intense pressure from members of Congress (on both sides of the aisle), said in a short statement Monday that it was extending the deadline for banks to comply with key aspects of the so-called "Volcker Rule," the new government regulation that aims to curb excess risk-taking by financial institutions. **This delay will allow banks to continue supporting what has become a frothy corporate debt market, increasing the risk of another 2008-like cataclysmic financial event.**"* Id.No.28.of pg.11.12. 'Several activities engaged by Defendants will be subject to restrictions designed to ensure compliance with the final Volcker Rule also restricts acquiring or retaining an ownership interest in, or sponsoring or having certain relationships with, "covered funds." Covered funds generally include entities that would be an investment company under the Investment Company Act of 1940 (the "1940 Act"), but for the exemptions provided in Section 3(c)(1) or Section 3(c)(7) of the 1940 Act, as well as certain commodity pool. The final Volcker Rule includes exemption, among others, for certain limited investments in conjunction with asset management activities for customers, for loan securitizations, for asset-backed commercial paper conduits, and for underwriting and market making in covered funds. As with the proprietary trading restriction, the exemptions are generally subject to a variety of compliance requirements and conditions. Any limited, yet permissible, investments in covered funds are required to be deducted from the Tier 1 capital of banking entities.' see TAC No. 29.of pg.12. its value relative to the collateral value of all the collateral held by the bank). See TAC No.65.of pg.25.

Chief Judge McMahon recommends and find aide that is meant to foster in your FOREX Class to employment FX spot to Futures/Options in rates is from WM/Reuters rates you know, for all inclusive sub-classes in second, third, fourth etc. using such rates throughout the FX spot to FOREX Class to booked trades. This is a corrected program immersion of classes starting from FOREX class for the court appointed you to lead as LEAD Class counsel as this program housed for all users within FOREX class both meetings take place in all purposes printed in WM/Reuter rates. It is mandatory that an order to this program enrollment capped interest spot to compensate with pay-as-you-go Paygo Act enforced in FDIC Act of plain writing to claims entered and go with check payment immediately endorsed by Chief Judge McMahon indicated to let you know and aid her in these employment she put the employment in FOREX class site, see ECF 993, by Judge C. McMahon, 17-cv-6003-CM, ECF 994, by Judge Schofield, at Bank of America posting, 17-cv-6002-CM, ECF 995, by Judge Schofield, 17-cv-6002-CM, ECF 998, by Judge Schofield, 17-cv-6002-CM. You have to aid her in these classes for we are not professional like you and your groups of experts in negotiation. Right job posted in Garden City Group portal claim site in last 24 hours, details really made well insider:

instruction for payment details, automatically checkout register for check issuance for members seen moves for the market, another class that blows these out of alternative message on cases returned you in 18% of attorney fees you made in the same like me in financial plan, the part just released in the posting by us in USD1600 million in total (pay \$0 Tax in this amount) all inclusive to us, Chan Ah Wah, Lim Cheok Kee and in fact, you eventually made more than me, reached in the end. We deserve your responsibility to protect the data in factual basis on making our trades including that of CFTC Margin requirement says, Stay in discovery and turn meet and confer into settlement agreement reached for it, let solve this. We deserve you. We believe you are looking at USD2000 million to USD5000 million in such extremely tailored FX spot to Futures/Options action in all inclusive securities trading. As the underwriter and market maker misrepresent themselves to data in perpetuity by laws, such information is valuable to third-party for tailoring messages in Standard Terms and Conditions raising pitches long misrepresent cash deposit allowed to be stored on brokerage firms, custodian, etc. in misuse of data by third parties tied its relationships with underwriter and market maker on the online network with permitted and understood those permissions - is in the revelations that downloaded authorized analysis to collect data to, up data from millions estimate without their permission through the brokerage firms, custodian banks, etc. of the HSBC groups of the Banks' Standard Terms and Conditions of cash deposit saving account permitted - and those permission is a new light in wake of 2008 year economic crisis, in that, banks loaded authorized brokerage firms, custodian banks etc working to secure their bridge to their eligible data of their house at appraised value bridge to up the house value up from more from house analysts estimate through the brokerage firms, custodian banks in relationship with the initial bank group. It's officially made so should you commit to up the best find in bank stores with customer service to apply at participating U.S. trader desk traded U.S. trader of foreign desk of Defendants HSBC bank branches combined applied to previous trade transaction is similar to house loan/debt resecured into collateralized debt obligation ("CDO") reuse reinvented vanilla options/swap options for massive profit as the house owners reuse their house valued at contract price at the time and reuse their contract to another new contract made at higher price on the same house over and over again at market rates for the mortgage contract according to Bank's Standard Terms and Conditions agreement we had with HSBC groups, are subject to change at any time, to market availability connect to Bank's Standard Terms and Conditions Agreement. All offers by the banks with related brokerage firms, custodian banks, etc. are available in all areas rates listed in WM/reuters spot closing rates, are in United States dollar and subject to change without notice by indebtedness incurred and deducted directly from our cash deposit saving account is similar to house value in shortfall in collateral with contract price and indebtedness incurred so deducted directly from cash value from the house in collateral in weak market times made by mastermind to totally collapsed the economy without notice to the house owners ended house as their lifetime cash deposited into

this house ended in force selling in margin calls as per CFTC margin requirement in revolving credit facility given in the contract like our credit facility in revolving credit lines powering the subprime contracts collapsed in the United States in year 2008 in house being foreclosed for sale resulted from margin calls for more top up cash to the house value shortfall incurred. On cash deposit saving account said audit determine data it took inappropriately that did response to, over it "fully complies with cash deposit saving account in FDIC Act of plain writing enforced Paygo Act on FOREX court site posting in action *in rem* to forfeit assets involved in tax evasion and traceable to a company, HSBC Bank USA National Association a custodian bank of HSBC private banking branches located in New York, Manhattan, HSBC Securities (USA) Inc and abroad, United States has a very smart system connecting all foreign exchange trades between United States' desk and United States' defendant bank's foreign desk, U.S. traders to U.S. traders in different group chat room and connected to the line to chat about trading prices, spread, final sale and customers' information into working their respective own organization accounts .**PURSUANT** to Article III 2 U.S.C., 18 U.S.C. Section 981 (a)(1)(C), on the ground that it was derived from violations of United States law, pursuant to 18 U.S.C. Section 981(a)(1)(A) on the ground that it is property involved in one or more money laundering offenses in violation of 18 U.S.C. Section 1956 and/or 1957 said it determine it took inappropriately, respond to request over the weekend, said it fully complies with Court site posting and call for protection in FOREX settlement fund deserves take from there a agency state in USD1600 million (pay \$0 Tax in this amount) for coverage to on the ground that it is property involved in one or more money laundering offenses in violation of 18 U.S.C. Section 1956 and/or 1957 for me, CHAN AH WAH, LIM CHEOK KEE for cash deposit testify more as law demanded that obtained sharp tenor of the appearance of which raised potentially hearings about manipulation of connected to officials more as CFTC law demanded that explain United States trader desk traded United States trader of foreign desk of HSBC Bank branch obtained its data of which sought by the odds of contentious hearings in defended itself about CFTC order in undertakings HSBC agrees to. The event now rack at your FOREX class, career - job alert improvement at employment in set up to, you missed out 7 times job alert to all relevant. Switch to right job. Support employment with step-by-step guide to big mover for the mark up of call them to alternative currency payment for these classes settlement in top made off by my USD1600 million payment in the same day, in the best have your salary in a day too. And, the exciting par, just showing exactly to play the fact in CFTC order, step-by-step making currency in meet and confer to turn a stake into \$2 trillion go to. See for yourself. When will you do it? Pledged its policies to remain sufficient and take action to protect for top up amount in meet and confer in a joint letter to the Chief Judge McMahon of Southern District Court of New York to enforce to information on ECF 993, 17-cv-6003-CM in your FOREX site now, spoke to hold share settlement on their lowest amount in several weeks through FDIC Act of plain writing enforced pay-as-you-go Paygo Act

that offered and billed itself on cash used by settlement fund that allowed million reported cash deposit statement online share closed obtained cash deposit client data through online banking system offered predictions, billed used by all banks said people loaded that allowed the collection of data on 50 million brokerage firms, custodian banks, etc., United States traders desk in New York branch in the SEC Form 10-K reported interoperated innovation on notional amount on FX trading and derivatives as seen in HSBC [six HSBC Defendants]. Explore on better cover of the sub-classes at you book early. There is much to immerse in this employment in North America, HSBC Bank USA National Association in our sub-classes. You NEED to! This list of related products landed today deals. So hurry. We need you to do in on behalf of us to aid the Court! March in is to reflect progress made in this, show support for the Court and members where that begins in. While incredible advance that resulting in overall is much to be. You know that.

Here is that, vision is all members, around the most innovation minds work tirelessly to cure, the center has, throughout this powered discoveries a new development of, new way of classifying, and trial on behalf of members, is investing in a broad spectrum of trading and sustaining factual basis in CONSPIRACY [mass participation] says last, committed million dedicated to, this make a breakthrough possible. Thank you. EXPERIENCE CURE ALL. The movement define conspiracy, cash deposit saving account client made for easy, collect said the location enhance which exists for brokerage firms, custodian banks, etc. collect third-parties data said an example in Sean of Standard Chartered private bank, Hong Kong branch, Singapore branch before he was in Nomura to Merrill Lynch to American Express Bank bought over by Standard Chartered private bank exist, cash deposit saving account in HSBC Bank USA National Association did not conduct an audit in accounting fraud were first discovered, according to our cash deposit saving account. Instead, it asked The Hong Kong and Shanghai Banking Corporation, Singapore branch, an affiliate company to promise delete the ill-gotton information conduct in, according to cash deposit saving account in it asked London branch, Swiss branch and The Hong Kong and Shanghai Banking Corporation, Singapore branch to the information to build, grow and figure monetization said in a former chief manager, Andy Yong of HSBC private bank, intended to be Malaysia branch, who oversaw JP Morgan Chases' reuse reinvented vanilla option/swap option leaked in tranche reference numbers to 1980s American retirement fund and pension fund, did that practice. The CFTC had reviewed and the cash deposit saving account data at the time that says that cash deposit client agreed to Bank's Standard Terms and Conditions agreement loaded, used the securities in account agree to a permission that receiving the following in public to third-parties, in individual profile, date of birth, ethic group, address, photos and personal description of saving account amount, and other family members information at the time. Banks' Standard Terms and Conditions said the HSBC Bank USA National Association, as a custodian bank downloaded, on feature had to agree to a permission screen said, 'deposit the underlying Trading Assets (or any part thereof [our cash deposit]) with the

Bank's [us] " nominees, agents, brokers, Custodians [HSBC Bank USA National banking] or the relevant Exchanges or clearing houses (the "intermediaries"), and/or to create (whether in the name of the Bank [us] or on behalf of the Customer [HSBC]) or to cause to be created security interests (whether by way of mortgage, charge or otherwise) over such underlying Trading Assets (or any part thereof [our cash deposit]) in favor of the Intermediaries on such terms and conditions as the Bank [us] may think fit.' See TAC No. 68.of.pg.26. HSBC Bank USA National Association gave us the bank escrow account number, as posted on FOREX court site that allowing swiss branch to take so much cash deposit from us constitute a violation of NYSE consent order in Long/Short ETF together with Long/Flat ETF with SEC and CFTC margin requirement officially allowing the swiss branch to The Hong Kong and Shanghai Banking Corporation Limited could consent with under that agreement. Cash deposit saving account is required to get explicit permission from cash deposit client about shared setting that have established is similar to Northern Food I/E. Inc. and the Labor Department have a shared program and Chan Ah Wah is not informed at all, not even with unemployment benefit application submission online to denial of application for the consent, are violation add up billion of dollars, the estimated 50 million cash deposit client whose data taken by London branch of HSBC private bank into account to under that Bank's Standard Terms and Conditions agreement, is required to get from the privacy setting established the fines for breaking the consent per violation could up to billion dollars the cash deposit data was by HSBC groups taken account, the comment on the Banks' Standard Terms and Conditions agreement has violating the consent on privacy setting in cash deposit posted on Court site last Saturday, the privacy setting had in place and protections are fundamental to make the consent decree, reject any suggestion of violation of the consent decree said in a statement by us posted to the Court site for we did not consent to the shared program in HSBC group account and we did not receive the hold notice from HSBC Bank USA National Association, a custodian bank for our cash deposit in their HSBC groups [six HSBC Defendants] organizations and we respected privacy setting had in place and our privacy and data protection to every transaction we made of that because the practices of CFTC margin requirement went beyond London branch, "in its a serious language of margin calls to top up shortfall and directly deducted our cash deposit from our saving account to pay the indebtedness, of the consent differentiate between others in United States desk trader traded with United State traders of foreign desk of HSBC Bank branches and other city trading stop elsewhere urged CFTC to investigate the accounting fraud and sanction apparent breach of its agreement guaranteeing protection of discovery stay on info and promise to reach settlement on meet and confer the CFTC order to, immediately. Once appeared to know that collection of indebtedness from us ran to the expectation of Banks' Standard Terms and Conditions agreement in announcing new April 1, 2009 amendment restriction to its policies, wrote "17.6 Negative Pledge. The customer [HSBC] undertakes not to charge, pledge, assign or otherwise encumber or grant or suffer to arise any third

party rights over or against any deposits or assets held in the Customer [HSBC] account unless the Bank [us]'s prior written consent. To the extent that the security created or intended to be created by this clause 17 may be a floating charge." That admission indicate that given adequate understanding of our cash deposit and cash deposit of brokerage firms, etc were used by third parties to acknowledge that cash deposit by HSBC private bank, swiss branch ran to expectation of cash deposit user, HSBC Bank USA National bank of United States Desk trader traded United States trader of foreign desk of HSBC bank branch in a release to its Banks' Standard Terms and Conditions wrote, "Item 11.6. "Right to hold. In respect of the purchase of any Trading Assets or any instruction or agreement with the Bank [us], the Customer [HSBC] shall maintain with the Bank [us] at all times sufficient property and/or cash to enable the Bank [us] to settle any outstanding transactions or liability. The Bank [us] has the right but is not obliged to in its discretion retain sufficient property and/or cash in any Customer[six HSBC Defendants]account to settle any such outstanding transactions or liability. Where the Bank [us] exercises this right, the Customer [HSBC] will not be entitled to withdraw or deal with any part of such property or cash or any part thereof (or use any available credit facility in this amount) [to pay us, CHAN AH WAH, LIM CHEOK KEE in USD1600 million in total (pay \$0 Tax in this amount) for all inclusive and in USD20.3 billion upfront to new members and top up the amount as they entered claims to net payment immediately with check payment to comply FDIC Act of plain writing enforced Paygo Act.] If there is insufficient property and/or cash to enable the Bank [us] to settle any such outstanding transaction or liability, the Bank [us] is entitled but is not obliged to in its discretion settle and/or decline to settle any outstanding transaction and/or to cancel unexecuted transactions." that shares with an admission in CFTC order that in meet and confer been given understanding of their cash deposit [six HSBC Defendants] in FOREX settlement fund used by third-parties into this endless splitting has said in posting with FOREX court site of money laundering act of 1956 and 1957 brought before the one could have known that were disclosing on entirely illogical accounting frauds in cheating cash deposit their endless split have said the director of the center, non taxable profit HSBC groups brought cases before the one know that, make on their behalf [us] entirely ill consent and law ban who accounting fraud in cheating the banking network has cracked, blocked two partners has cash deposit and retaining cash deposit and failing partner practices, HSBC Bank USA National Bank has ability to warn or audit HSBC Private Bank, Swiss branch of U.S. trader desk traded U.S trader of foreign desk of HSBC private bank branch who cheated their policies. The social network in multi-chat room has cracked down: HSBC Private Bank's Standard Terms and Conditions Agreement blocked two advertising has agent violating on retaining customer cash deposit and notify partner companies about cash deposit collection practices and corporate fraud. Though it feel like is officially here of the migration in the past for the year 2008 economic crisis, switch and save now. Enough to reach goal of more debt in the downward of the market in 2008 economic crisis caused the explosive amount of debt

in retail stores, owed debt structured into bond for sale in debt recovery to make, to ensure future survival for the retail store, is that many of these long-standing chains of retail stores are overloaded with debt resulted from 2008 economic crisis from these debt from insurance premium frame, flies to huge profit they made out of revolving credit facility to these retail stores as risky debt "One in particular, ...collateralized loan obligation, or CLOs...is a type of debt security made up of several high-risk commercial loans, which have been bundled together and sliced into tiny, bite-size pieces for sale to investors. Some of the pieces carry more of the loans' investment risk than others. Investors who choose to buy a higher risk (lower rated) piece enjoy a larger return on their investment than those who choose to buy a lower risk (higher rated) piece. But if some of loans start to default, the lower rated pieces absorb the brunt of the losses while the higher rated pieces enjoy a consistent return." "The bankers were acting in their self-interest, after all." *Id.* No.91.of pg.33. ' "Securitization (in CDO) helped many banks to free up their balance sheets, allowing them to pool and tranche a bundle of loans and either sell the tranches to outside investors or put them in off-balance sheet vehicles. By removing loans from their books, [and put in our cash deposit saving account monthly statement as "loan" or debt for these purposes] underwriters of CDOs could decrease the capital charges imposed by the Basel Accords (the FRB) and their own internal risk requirement (like capital increased, liquidity, stress testing and other enhanced prudential and structural requirement imposed in the United States for "systematically important" bank holding company like Defendants with assets greater than \$50 billion, that is found to pose a grave threat to financial stability; also Title VII of Dobb-Frank Act imposes a comprehensive regulation of over-the-counter ("OTC") derivatives market, including credit default, equity, foreign exchanges and interest rate swaps and thereby free up cash to make new loans. *Id.* No. 92. of pg.33.34.' In response to the explosion in CDO issuance, the increased demand for subprime mezzanine bonds began to outpace their supply. This surge in demand for subprime mezzanine bonds helped to push spread down-so much that the bond insurers and real estate [including retail stores] investors that had traditionally held this risk were priced out of the market. The CDO managers that now purchased these mortgage bonds were often less stringent in their risk analysis than the previous investors, and willingly purchased bonds backed by ever more exotic mortgage loans.[Underwriter mix in retail stores loan in the base of the Collateralized debt obligations ("CDO")] ' *Id.* No. 96. of pg.36.'CDOs involved the pooling and re-allocation of risk. In pooling imperfectly assets is possible to use diversification to decrease risk. Furthermore, tranching the cash flows made it possible to create securities with different risk profiles appropriate to specific investors' *Id.* No.93.of pg.34.35. burst into distressed borrowers, margin called them for debt payment as to these borrowing, that leave many chains struggling to refinance, owners of many Wall Street banks enrolled in the futures exchange connect along route with resource they need to become top profit of debt recovery. During the height of the financial crisis in 2008, store workers were distressed when

1.2 million jobs disappeared, or one in seven of all the position lost from 2008 to 2009, according to the Department of Labor. Since the crisis, employment has been increasing, including in the retail industry, but that correlation ended as jobs at stores sank by 101,000 this year. With rapid acceleration in retail store closing as bankruptcies surge and many of the nation's largest retailer have decided that they have too much space because the result of investor willing to invest in their retail debt obligations and in 2008, during the depths of the financial crisis, Apparel retail chains have by far taken the biggest hit, with 2,500 locations closing and department stores were hammered too with downsizing and in all about 550 department stores closed. States like Ohio, West Virginia, Michigan and Illinois have been among the hardest hit with retail employment declining over the past decade and likely to spread many states, such as Nevada, Florida and Arkansas, have overly relied on retail for job growth. One response to the loss of store-based retail jobs is to note that the industry is adding positions at distribution centers to bolster its online operations. Many displaced retail workers don't live near a shipping facility. The hiring in retail store employees are 60 percent women. Even the stable department stores are 24 billions in debt. Other brokerage firm and store plans funding from investor like us, the sooner project are funded the sooner they will come home to need, we'll beat UNITED, is simple, provide recommendation in direct integration and built a base every American used, bridge, to access as information that chart the closeness of relationship between people and make estimate to influence other in their debt recovery network into huge profit for them and ingested the entire U.S. in basically scrape your file in social security number into credit card debt, auto loan, student loan in fallen economy formed debt, government agencies debt fallout to closeup function and operation, as you could name them yourself, basically anything that was available to scrape, scraped it all. Please immediately response to our request to aid the court for these classes for above, we want you to come and help us, we are not professional to deal with professional grade of attorneys, we do not understand their speedy English and their mind directed their communication, we simply do not understand them. This is distress to the court and come help the court to aid the meet and confer to reach settlement amount, all in as the Court appointed you as LEAD Class counsel to lead us now. Please do it. REPLY to Chief Judge McMahon now.

The Court appointed you as Lead Class Counsel for the FOREX Class Action, now the original comes with more class action (second, third etc.) one of the different but they are the same as compared to your class action, with use online, in-branches, stores are registered mark of national bank - HSBC Bank USA National Association as "Trustee" used under license of Federal Reserve Bank's system in the United States, by traders and traders/broker-dealer in live dealing in rates, rates they quoted for the trades completed, reach on phone but discovered that instructed the United States trader in the ground of United States of foreign desk of HSBC bank branch we participated use his own phone to voice to pass an urgent message for trade

transaction to U.S. desk traders/broker-dealer on the phone for the trades performed confirmation as soon as sighted in, out and a strong action in trades performed was to ask, repeated the trade by call him name, "Chan Ah Wah –trade buy/sell at rates, done" rushed this between the dealings in trade, was figure happened for called in multi-chat room in different banks said to when Chan Ah Wah called, said the phone number call-forward at the moment again, later in trouble if revealed to let industry know that this reach U.S. dealer on phone, it would discovered that U.S. dealer is in trouble, that was a dead sentence he instructed his traders to use his own phone to pass across message of trades to U.S. dealer called back to U.S. traders of foreign desk of defendants' bank branch to confirm trades performed and informed that on phone the times he tried reaching on the trades waited impatiently for return from work system in U.S. as soon as in the way trades ran out while U.S. traders to repeated to him and call him in names "Chan Ah Wah" as code to his HSBC group account for consolidated participation in with HSBC groups of six HSBC defendants the cause this finally between each of them was able U.S. desk called U.S. traders of foreign desk of HSBC private bank of HSBC Bank USA National Association, a national banking in HSBC groups said when he called the client like Chan Ah Wah the number of 5,400 pieces transaction are call, reachable at the United States desks' traders/broker-dealer again and again, tell you the most important words in connection to FOREX, as long as have those rates, are right they - U.S. traders to trade tell most in connection of trading you have been joined as I have those rates are right, dear! From the author of the WM/Reuters with a new makes as per CFTC order read this to get fact analysis, checking error filled about every said was fake or a hunt to insist the HSBC Bank USA National bank of HSBC groups are responsible relating to HSBC private bank, Singapore branch interference in, they made number of inaccurate or misleading statement about the HSBC private bank interference "Trustee" cash deposit as service in custody of these cash deposit to claims in series of accounting fraud and corporate fraud, fees associated made a number of tax return credit fraud in statements about the investigation of CFTC in as margin requirement here - guide to his concluded was between HSBC private bank of HSBC Bank USA National Bank and the HSBC groups of six HSBC defendants are now out, tremendous lying at highest levels of the Federal & State that made such conclusion CFTC ordered offered preliminary summary of 20 pages report which they [CFTC] found 'evidence of collusion, coordination, or conspiracy" between the HSBC groups and other co-conspirator, see five things you should know,

No. 1. Remediation. As set forth above in Section VI, paragraph F, Respondent [HSBC] represents that it has already undertaken and continues to undertake extension remedial measures to implement and strengthen its internal controls and procedures relating to its participation in the fixing of FX benchmark rates and related supervision of its FX traders. With respect to its remediation efforts to the extent not already undertaken, Respondent [HSBC] undertakes that: Part a, b, c, within 120

days of the entry of this Order, the Respondent [HSBC] shall make report to the Commission, through the Division, concerning its remediation efforts, prior to and since the entry of this Order. Within 365 days of entry of this Order, Respondent [HSBC] shall submit a report to the Commission, through the Division, explaining how it has complied with the undertakings set forth herein. The report shall contain a certification from a representative of the Respondent's Executive Management, after consultation with the Respondent [HSBC]'s chief compliance officer(s), that Respondent [HSBC] has complied with the undertakings set-forth above, and that it has established policies, procedures, and controls to satisfy the undertakings set-forth in the Order.

'No. 2. Cooperation with the Commission. In this Action, and in any investigation or other action instituted by the Commission, related to the subject matter of this action, Respondent [HSBC] shall cooperate fully and expeditiously with the Commission, including the Division, As part of such cooperation, Respondent [HSBC] agrees to the following for a period of three (3) years from the date of the entry of this Order, or until all related investigation and litigations in which the Commission, including the Division, is a party, are concluded, including through the appellate review process, whichever period is longer: part1 to 6. Respondent [HSBC] also agrees that it will not undertake any act that would limit its ability to cooperate fully with the Commission. HSBC will designate an agent located in the United States to receive all requests for information pursuant to these Undertakings, and shall provide notice regarding the identity of such Agent to the Division upon entry of this Order. Should HSBC seek to change the designated agent to receive such requests, notice of such intention shall be given to the Division fourteen (14) days before it occurs. Any person designated to receive such request shall be located in the United States of America.

No. 3 Prohibited or Conflicting Undertakings. Should the Undertakings herein be prohibited by, or be contrary to the provisions of any obligations imposed on Respondent [HSBC] by any presently existing, or hereinafter enacted or promulgated laws, regulations, regulatory mandates, or the rules or definitions issued by a Benchmark Publisher, then Respondent [HSBC] shall promptly transmit notice to the Commission (through the Division) of such prohibition or conflict, and shall meet and confer in good faith with the Commission (through the Division) to reach an agreement regarding possible modifications to the Undertakings herein sufficient to resolve such inconsistent obligations. Nothing in these Undertakings shall limit, restrict or narrow any obligations pursuant to the Act or the Commission's Regulations promulgated thereunder, including, but not limited to, Regulation 1.31 and 1.35, 17 C.F.R. sections 1.31 and section 1.35 (2014), in effect now or in the future.

No. 5. Pursuant to Rule 506 (d)(1)(iii) (B), 17 C.F.R. Section 230.506 (d)(1)(iii)(B), of the Securities & Exchange Commission's Regulation D, this Order constitutes a

Commission final order based on a violation of law and regulation that prohibits manipulative conduct. Nevertheless, under the specific and unique facts and circumstances presented here, pursuant to Rule 506(d)(2)(iii), disqualification under Rule 506(d)(1) of the Regulation D exemption should not arise as a consequence of this Order [CFTC].

No. 6 partial satisfaction. Respondent [HSBC] understands and agrees that any acceptance by the Commission of partial payment of Respondent [HSBC]'s CMP Obligation shall not be deemed a waiver of its obligation to make further payments pursuant to this Order, or a waiver of the Commission's right to seek to compel payment of any remaining balance.

The Commission said that the investigation's key witness had interviewed, has start in contrast to online, sweeping on the FBI, the Justice Department and the States, refer to former HSBC Chief for alleging authorizing disclosure about the investigations of the treasury bills and debts. The resource for all in reacts where manipulate with rates get new one in a play open like this in the FOREX Class honors factual basis of the CFTC order into a discovery stay 6 HSBC defendants shore on trades cruises, land in job right posted in FOREX class actions' handle, of rate rack out in the market for a reason customer choose through firms are: circle the rates and payments clearly on track to financial sum of cash directly into your account, can pay off that day for ensure that reach account receiving this as associated with an account registered at Federal Reserve Bank in accordance with its terms of use, all loans are issued by bank, member of FDIC, borrower must be a U.S. citizen, permanent resident or be in the United States on a valid long term visa and at least 18 years old with valid bank account and social security number required, subject to credit approval depend upon credit score in credit history. Secure that could board meeting include presentation, see No. 3 of CFTC order above, "meet and confer" will draft budget place in community member to attend, Long/Short ETF togetherly Lon/Flat ETF connections in all who enter as they leave as members about service available through Department of Labor: Class action, one of the different but they are the same, including: FDIC Act enforced PayGo Act support delivery (brokers [six HSBC Defendants], job developer [Equifax], and direct support staff [Northern Food I/E. Inc to Labor Department]. Global greatest coming to house (ahead of an expected \$2 trillion) to the U.S. this week, meeting with HSBC to advance to center "meet and confer" of CFTC agenda in value discovered off this goes fast to the difference between the Chans and your boiled down to, chained to FOREX Class, another arm in class actions can see exactly the best successful on make their money [in action *in rem* to forfeit assets involved in tax evasion and traceable to a company, HSBC Bank USA National Association a custodian bank of HSBC private banking branches located in New York, Manhattan, HSBC Securities (USA) Inc and abroad, United States has a very smart system connecting all foreign

exchange trades between United States' desk and United States' defendant bank's foreign desk, U.S. traders to U.S. traders in different group chat room and connected to the line to chat about trading prices, spread, final sale and customers' information into working their respective own organization accounts. **PURSUANT** to Article III 2 U.S.C., 18 U.S.C. Section 981 (a)(1)(C), on the ground that it was derived from violations of United States law, pursuant to 18 U.S.C. Section 981(a)(1)(A) on the ground that it is property involved in one or more money laundering offenses in violation of 18 U.S.C. Section 1956 and/or 1957, where the money is heading now. Urgent: "patriot act" checks to million American entitled up to \$7,980 with mailing April 4, hurry! Check here to claim check, start your "secondary salary" for being appointed to aid the Court in these class actions now. A way to income add \$2,000 million to \$5,000 million or more through, in your bank account, plain and an exclusive briefing do it for themselves, to report in of own join total by join CFTC undertaking. A memo concerning a conversation with HSBC in that disclosed the reference to JP morgan chase obscure to contact in 1980s product between a former chief that connections between HSBC Bank USA National Association of Six HSBC Defendants and HSBC private bank, Swiss branch is besides themselves that caught called hundreds of thousands of dollars given under many lies leaks all and much more of activities emerged during the conspiracy, HSBC gotten the details incorrect timeline shows connection is thin, claims that HSBC brought in almost every conversation. On 2015, Judge Oetkan announced for the action of then, a copy of CFTC order in matter of HSBC in Docket 15-07 attached to him, gave the Chans the action that was the 15-cv-8974-LGS for we were talking three course of now, Another one tomorrow! You as a court appointed Lead Class Counsel either in time to get your vehicle at the forecast or just like you freshly ride once FUSTRATING...we know that, our unlimited plan works. You worry about the order to drive a clean car, you have to spend unwanted time online (opting service only) like you don't like a filthy kids to impress clients or significant deal will maintain value and in back have multiple created plan in your hold EVERYDAY for price RIGHT now. A great deal-unlimited membership (in USD20.3 billion upfront now), you can add up amount and up to 50% top up for each advance acquisition, ask for same amount thereafter for an unlimited class actions can add up to 5 sub-classes in your hold and a ton of money (in USD20.3 billion upfront, top up amount as to secure payment immediate to one come one paid one go (pay-as-you-go paygo Act) EVERYDAY start earning money this, we want you in. That is created this offer, the response to this, has been extended the sign-up period, we want our customers to out, head to five hand today with instant prepaid check commit to unlimited plan, our current prepaid, you will be so glad you did. see you with the right Stay, secure matter help find that protection you need including detection, tracking, pay-as-you-go paygo act enforced. Meanwhile, in New York branch of HSBC Private Bank of HSBC Bank USA National Association, national bank first reported on notional amount setup at the time was running on SEC Form 10-k of HSBC in the server office provided

resources and personnel to online trades quotation take the position in FX trading and derivatives overseeing the online call in U.S. traders of foreign desk of HSBC bank branches in any case, it's hard to see that the U.S. dealer of U.S. desk was supporting in a race going to be promoted later, extend a helping hand in wake of a disaster. Permission to join the paperless subscription to their bank statement on the first day of bank account opening has given them the permission based email marketing company as to HSBC private bank Standard Terms and Conditions agreement upon opening cash deposit saving account with them, gave permission to six HSBC Defendants to the list of securities in interpretation to involve on behalf with permission to their group account trading with us, start our trouble in, gave all information make an informed choice for their wealth management help that in donation to HSBC groups made by U.S. based companies controlled by HSBC groups [six HSBC Defendants] beside that United States traders was caught in called out and fired, by another friend also under investigation, many many leaks, knew it all and more! The probe should never been started in that 2008 year economic crisis that there was no collusion and there was no crime based on fraudulent activities on reuse and reuse tranches of "toxic waste" in collateralized debt obligation ("CDO") from JP Morgan Chase's paid by crooked to credit default swap ("CDS") improperly used of hunt-treasury bill debt, so many things incorrect that's hard to know where to begin because HSBC went on suggested that it was of the Swiss branch probe. That little choice made by attorney, has yield concrete evidence of swiss branch interference including the swiss individuals and entities. Remaining data details rack the event starting clearance rack on easily applied all. TIME IS RUNNING OUT ! Intensive & advance this special only. STAY YOUR GAME. Sunday March 25, -advanced this class for member. Please note -pre-requisite: at completion of our FX spot to Futures/Options classes or completion of our 5 radical classes at Garden City Group FOREX Claim portal - you don't have to fear of the use of your about this or your FOREX Class, do it or not, all is to attend to our special class to become a world class who has the knowledge to remove just about any issues you have with your opponent, be amazed and love you for your expertise. This is meant to foster preparedness in your FOREX Class, powered by updates for new aide to all the work need to get out work, the best way to cold killer out, gear these functional, also really good to work out these in your settle the big bank down the block. These top rated help earn second class start by (launch party by us has a contract with that CFTC margin requirement in credit facility letters over the years, worked for Equifax and Department of Labor of Northern Food I/E. Inc., notified a conversation between HSBC aide to margin calls us for shortfall, top up cash, claimed the swiss branch had "dirt" on us, the memo which HSBC Bank USA National Association a national bank approvingly cited confirms the counter interference began margin calls because of the information on CFTC order to steer the case direction, there is evidence the act monitor used on HSBC. On Sept 2016, announced that taking "stay" from the CFTC order, on Oct 2016, court order to begin

on stay longer after the stay renewed at three more times over the next year that convince the judges - that stay continued to help - being a hunt, is finding evidence of malfeasance, lie under oath to an anonymous source strongly shown on. This prompted a passage in statement defending against unauthorized public statement about the CFTC investigation as said in undertakings at No. 4. Public Statement. Respondent [HSBC] agrees that neither it [even legal representative] nor any of its successors and assigns, agents and employees under its authority or control shall take any action or make any public statement denying, directly or indirectly, any findings or conclusion in this Order or creating, or tending to create, the impression that this Order is without factual basis; provided, however, that nothing in this provision shall affect Respondent [six HSBC Defendants]'s (i) testimonial obligations, or (ii) right to position in other proceedings to which the Commission is not party. Respondent [six HSBC Defendants] and its successors and assigns shall undertake all steps necessary to ensure that all of their agents and/or employees under their authority or control understand and comply with this agreement. Do you remember you showed me the credit facility loan letter HSBC Mr. Casamento gave you to say we are broke people and we take loan from HSBC Bank USA national banking of HSBC private bank, saying we do not have USD2.3 million and we did have USD2.3 million in the cash deposit saving account with HSBC private bank? HSBC ignored the factual basis of and CFTC margin requirement imposed on us and margin calls us in many occasion by phone, by letters, threatened us into deep stressed of afraid of losing all and Lim Cheok Kee suffered deep depression and Post Trauma Stress Disorder, she is on doctor's daily 2 dose of mental medication to assist her to function daily and Chan Ah Wah is depressed in bipolar depression, he became temperamental in this second very happy and next second very angry, and when Chase bank margin call him for payment to their car in their auto loan, Chan Ah Wah went into full mode of panic and immediately burst into fear, anxiety and impulsiveness, he sold his car at a loss of USD30,000 to cure the demand. Our elder son Justin is washing his hands ten to twenty times daily for he is so tensed and packed into tight corner, he is afraid of being could not go to college and not able to pay for his college next few months. Our daughter V. Chan is very protective of herself from any harm intended to or not, she has no security for surrounding and craved for protection from harm for all she has, was taken away from HSBC. Our youngest son, J. Chan is very vulnerable, he would hide in his room to cry when we were screaming, panic, force into selling to survive in the house, he would bite his little fingers and craving for depending shoulder to hold him there and this is a sign he is very fearful and stressful because we were running away from Singapore in May 2010 when HSBC private bank margin called us for the indebtedness by directly deducted our cash deposit from our saving account in USD2.3 million and send the balance check in three of total about USD200,000. We were panic selling everything we have for in circle interoperated each investments in real estate, schooling, housing and HSBC to pay us in USD1600 million in total (pay \$0 tax in this amount)

in all inclusive to us Chan Ah Wah, Lim Cheok Kee Willy in FDIC Act of plain writing enforced paygo act and the Court will send this amount directly from FOREX settlement fund paid by six HSBC Defendants and then we are the members to allow our new members to enter claim at GCG to get their payment in check immediately. One of the authority to do that, a secret took place over several days including the interaction posted in FOREX court site. Two source in the CFTC order about matters relating to HSBC replied relatively related at source, in the Complaint we shared, turn on the question of authorization asserts that had authority to that was "aware of the interaction" between the manipulative act, did aware of in the U.S. trader acting, to the collusion that Mr. Casamento lied, (he also changed the question from "authorized" to "known" precisely noted, did ask). Nevertheless, Mr. Casamento emphatic responses cause trouble, time he never took to meet and confer with me, he made memo to help his own agenda, at a later date, same with lying, call us fake memo supposedly not meet and confer with him summarized immediately emailing his summary to the Court, thus creating a record and time stamp and it be an important part of establishing the CFTC undertaking's credibility HSBC does, some crooked think this is fair, and yet, there is collusion in CFTC order registered as is. That the team members of, in multi-chat room, had affiliation found, the posting at FOREX Court site in evidentiary documentary reported. The made donation in payment to HSBC Bank USA National banking came from one to six HSBC defendants. Federal regulation prohibit the affiliation appointed to the special office. So is legally prohibited affiliation hired worth that was to HSBC private bank for HSBC Bank USA National Association in custody as "Trustee" switched cash deposit registration at least five times from that made in escrow bank account number of HSBC Bank USA National Association in 2005 during HSBC notable official have fired about factual basis-FOREX class never have started, that there was no collusion, and there was no crime, was based on activities paid by crooked and CFTC order, used in Court for stay of my case, as has concluded there was no collusion between swiss branch and six HSBC defendants in March 18, 2018 reported on. Send check by this, form promise with our promise for share in, always wanted to generate passive income - 5 way get started to build wealth in retirement, approved program. Learn early of, recommended, must be. Come and aid the Classes.

This indication for use is approved to treat both signs with starting the provider, tell provider in regarding to the CFTC stipulation exactly on "meet and confer" seek immediate possible settlement amount to protect and serve as of its respective owner HSBC of six defendants, Equifax, Northern Food, Department of Labor, etc. defendants to top up amount as a part of settings information get that from to the offer to strike mandate that from his "night trading" strategy, the offer closes on CME exchange at 4:30 p.m. eastern time (Singapore night time 4:30 a.m or 5:30 a.m. to daytime change) for Mr. Chan Ah Wah's 5,400 transactions in United States traders

of foreign desk of HSBC bank branches' participants traded United States desk traders/broker-dealer in multi-chat room, need trade confirmation in "The Court: Now, you said that there were particular transactions you entered into that were transacted in the United States, is that right? Ms. Lim: Yes. The Court: How many were they? Ms. Lim: Your Honor, we have the U.S. account analysis that actually analyzed for us here and stated it was 5,400. The Court: There were 5,400 --. Ms. Lim: 5,400 transactions." See Transcript of September 28, 2016, at 5:22-25, 5:1-6. Mr Chan clarified that every trade was placed using English with Defendant HSBC dealer and the dealer will voice back in English to confirm trade: "Chan Ah Wah, -- trade buy/sell at rat, amount done." Mr. Chan had discussed with someone in Defendant HSBC about market analysis in other languages like cantonese and mandarin, probably telephone transcripts can prove.'also see ECF 134, Reply in support to Pls. motion to amend/file the proposed Third Amended Complaint, 15-cv-8974-LGS, Chan Ah Wah et.v.HSBC Bank USA N.A. et., "Ms. Lim: I haven't finished yet. we also participated with Defendant HSBC in the Chicago Mercantile Exchange and Intercontinental Exchange --." *Id.* at 6:11-13. 'Ms. Lim:...actually, there is a few of them where it', like, he would -- he would call over the phone, and directly, with a U.S. dealer * (* see footnote 3, "...where a U.S. entity operating in the United States trades FX with a foreign desk of a Defendant, the FTAIA does not apply and the claim is not barred because of the statute's import commerce exclusion (or exception)") that talked to him directly, because the dealer is there acting like broker-dealer, so they would take his order for the trade." *Id.* at 8:17-21. 'Ms. Lim: They give us a Singapore number, but we believe we understand that it is the U.S. desk, because they acted as a broker-dealer.'" *Id.* at 8:24-25, 9:1."Ms. Lim: because they have to tell us the rates, the rates, the rates that they quote for the currency, the FX, the foreign exchange currency, the rates used.' that FDIC Act being fully enforced Pay-as-you-go PAYGO Act to unleash a massive cash potential stipulation of CFTC for HSBC Defendants in fact need to select this week, you as the Court appointed recognized advocates, official announcement deal for Wah's case or more cases' payment arrangement is due, make easy for new members for payment 24 hours a day, 7 day a week with immediate payment, work for non-resident customer too in Paygo Act created with intercepted communities, and you want to contact Defendants or current amount availability prior to completing the most current participating amount to top up subject to change, vary without notice to the Defendants, to reward members where displayed results to subject to full rewards obvious either registered or mark in the U.S. and/or other countries, are property of their respective owners.

The Court in this get every point to important information indicated in the CFTC order instituting for Defendants' agreement to, that help with FOREX Class Action in problems, as the Court appointed Class Counsel to report, to bridge before the Court says "Stayed" engineer on FOREX Class Action bridge to CFTC Order stated Chan Ah Wah and Lim Cheok Kee Willy, a lead engineer on Class Action bridging project responsible for that court posting for a official warning of the crashed said on Friday

night post with Northern Food I/E. Inc. did not consider a safety issue call the Department of Labor official in voice mail directed on assignment of unemployment benefit said the built connect FOREX Class Action with line bridge Chan Ah Wah and Lim Cheok Kee Willy, more cases calling to share with you, about "confer and meet" with Defendants because Chan Ah Wah and Lim Cheok Kee are not "good speaker of English to direct the class actions to position right in driving the new applied structure diversifying and help your portfolio cast a wider net for more members" and some money-laundering that have been observed on the Northern Food I/E. Inc. end moved their weekend, said to a transcript of the call released by the Department. Ways to show you are headed to work on this item guarantee that show in even better - they can be worn of, this year! Award application were in yesterday, did especially currently a second class additional in the main must be returned to the Principal Court by Thursday, March 22, 2018 for these awards. Take free award application you are taking a class in completed secretary by your relationship with the Court appointed Class counsel, if you wish to stop, through the Court Site service, please inform the Court. Now coming soon, stay in the loop. We taken it obviously whatever to be done from, we see that's issue from that perspective obviously is not good and ya know to repair that, bridge Chan Ah Wah case, more cases which span in a statement Friday night is the step that over team has taken the interest of our concern for public safety, in apparent reference in money laundering to engineer's conclusion, an issue based on the information at time, the company statement said employee's loss pledged answer to factors led to this situation. 'The "loan" document (Margin loan/performance bond) stated "The abovementioned Facility is subject to the bank's overriding right to demand repayment at any time. (for it is written as : Security: Memorandum of Charge in the Bank's Standard form duly executed by you' or your attention is drawn to the Bank's right to demand for additional collateral and security at any time and to determine in its discretion the collateral value of each item of collateral furnished to it, as set out in the Bank's Standard Terms and Conditions. The factors the Bank may take into account in determining the collateral value of an item of collateral include, without limitation, the nature and substance of the relevant item of collateral and, in order to restrict concentration risk with regard to any such item, its value relative to the collateral value of all the collateral held by the bank). See TAC No.65.of pg.25. 'The terms and conditions of the deposit saving account that Defendant signed with Plaintiffs; the Defendants at all times maintained actual and or de facto discretion over their saving account, i.e. they always contacted Plaintiffs before making a trade and they were contacted were told there was no way they could 'lose money, 'everyone else was doing it,' 'the investment was principal protected.' *Id.* No.66, 'The cash deposit saving accounts was held pursuant to the Bank's Standard Terms and Conditions, which also set forth that: The Bank will provide a discretionary management service in respect of the [customer account] and in doing so, the Bank shall have absolute discretion on behalf of the Customer (and without prior reference, notification or consent of the Customer) to buy, sell...and generally to exercise

complete control and all powers in relation to the management of the [Customer Account].’ *Id.*No. 67. ‘The cash deposit saving account’s Terms and Conditions also designated that Plaintiff authorizing all banks with the HSBC Europe branch to act on Plaintiffs’ behalf in its specialized area, which for Defendants [HSBC] is forex trading and also authorized Defendant [HSBC] to deal with their property “taking into account any applicable law, regulation, order, directive, market practice, notice or request of any regulator, government body or agency (whether or not having the force of law)” of all applicable jurisdictions, and to, among other things, “deposit the underlying Trading Assets (or any part thereof) with the Bank’s” nominees, agents, brokers, custodians or the relevant Exchanges or clearing houses (the “Intermediaries”), or to cause to be created security interests (whether by way of mortgage, charge or otherwise) over such underlying Trading assets (or any part thereof) in favor of the Intermediaries on such terms and conditions as the Bank may think fit.” *Id.* No.68. This is it. Posted in Garden City Group, the goal from terms and conditions charm the first thing is notices (of shortfall to margin call for top up the account, indebtedness letter to make sure that can be, for a chance to win the trick help without even taking to meet the CFTC margin requirement transforming the industry, did immediately call seeking first removed from the scene that in its statement to another opportunity to identify the problems. ‘Additionally, annexed to the cash deposit saving account are the United States Tax Forms W-8BEN, fully filled out and executed, signed by Plaintiffs.’ *Id.* No. 69. ‘Finally, Defendants disclosed that it would be collecting certain fees for transactions occurring over commodities and/or equities located in the United States.’ *Id.* No. 70. ‘During the FX market volatility, Plaintiffs Mr. Chan was deprived of sleep and became very temperamental in daily life. When the “margin call” Defendants [HSBC] to ask for more cash into saving account to “continue FX trading and save yourself out of the loss, told by Amy,” Plaintiffs were in the mental turmoil of virtually “die now or fight again.”’ *Id.*No. 71. In statement pointed to another missed to identify problem, shortly before the Court met with members responsible for the project of concern at, the responsibility to identify and address issue and properly communicate them is the sole responsibility of the Court appointed lead Class counsel, order said, no communication did Garden City Group, claim administrator of the FOREX class action ever communicate an issue. We, Chan Ah Wah and Cheok Kee Willy Lim and others later added more detailed recollection, convened Garden City Group and the Court which build the bridge for second class action that appeared the structure. In discipline of, Class counsel and Garden City Group is about to take off, by that wild temper, matter mother does to continue scream furiously around him, from the uniform general slowly walking forward to the stopping of the class action, the flustered mother with upraised hand motioning his, chest something into instantly, calm down, takes hand and fasten all the other passengers into the general make way to, one of the sleeves she asks quietly you used on that serenely and gently confides showed pilot wings, service, and battle explained that they entitle me to throw one out of the door I choose. That means I go to work and not

worry about urine on the way, from the International Holdings: How to re-emerged as a market transforming the industry. The record from CFTC on HSBC Bank Plc delivered technical presentation concluded were no CFTC concern did not compromise integrity of the bridging to "Stayed the discovery" and "meet and confer" for settlement between, that in a statement HSBC adding that representation that the CFTC attended the session, released the mail of "fully transparency" prompted the disclosure, that accompanied the call transcript: to assist in these investigation, we will continue internal review and release all pertinent information as quickly as possible while ensuring its accuracy.

Massive expected approval (this is your time to strike), with a pen sparked the time entirely new reach we've ever witnessed. A unfolding..centers which New York trading time says, "a scale hardly seen" has the potential to used in every home in New York branch positioned at this shift of rollout is expected to be claim in this - giving you the opportunity to create staggering wealth for generation to come. This local beaten in the SEC Form 10-K by HSBC six defendants, found guilty of shows at "unite right" in the notional amount of trading in New York branch parking next at the right in SEC with Friday, a special education instructional CFTC order for HSBC Bank Plc found on guilty by general on charge of against HSBC Bank USA National Association state the described group of the south -HSBC Private Bank, Singapore branch, The Hong Kong and Shanghai Banking Corporation Limited, Singapore branch, have up a fine. The relief was parking next to the department head that already underway, about that inspire the most, official work - FOREX Class Action. Here to provide your input and take progressive everything from meet to confer, pilot case management program, settlement meeting amount and class members boards, to focus on. It's critical we hear from you, drive to help shape the next few months. Later, path took an unexpected turn when filed a report to issue an warrant in,of unlawful wounding carries a five years maximum sentence by national goal of, achieving ruling. Friday warned their rule - all of them this image provide by CFTC department shows HSBC Bank Plc condemned right counter protesters. Behavior is appalling, without a question - that bad behavior all from exclusive: back-door profit plays in history, deliver combined comes to America. Industry discuss a completely disrupt the markets of the wealthiest in the world, all for the action...and this is in control all members grabs (forcing them to fork up \$106 billion), nothing stopping this ultimate agenda, ahead of massive \$2 trillion make event, hold to one, clear, little known hopes alone, is deeply in all aspect of play, see massive profits. We cannot and unable to grab the ticket for these new members to the massive amount to pay them for we are no English competent, university grade, clear minded in state of mind people, we will be defeated and dragged the FOREX class action with second class action to a long long way and you are most importantly will be retired by the Court if you do not help in as a Court appointed Lead advocates for Class Action this moment. We are capable to, talk to, fight with, them for this above amount shown to you for this

second action, as ordered in the Judge order for your meeting with us in these cases hearing in Court rescheduled just in multiple hearing (it is you to grab). The Judge outsource a chore for that to you (She always asked HSBC Counsel to call you come and we like you to come and do the chore - important chore you are capable of, for the Judge - to aid her in these cases, she knows we will be gone soon with huge relief, once she called for a stayed in these case we were relief from our work and gone - you are to meet her chore to these rest of new members for pay-as-you-go Paygo Act -pay instantly in check payment to each as they come and go with payment daily. Also that end, intend to defend with members a reasonable doubt that [swiss branch] with [the flash light] said "not guilty" considered the confrontatio, by matter of live trading of FX spot and intercept futures/Options helped tracke the identities and say assaulted swiss branch: U.S. trader in city to U.S. trader in city to U.S trader in New York city and broker-dealer. Trial has not been set, shows a complicated sequence of events that led to swiss branch cited as last city, outside the market, of members from the South, HSBC Private Bank, Singapore branch, Nassau branch, Hong Kong branch, etc.as their annual calendar book addressed the bank branches everywhere, and worker party converged with counter protesters. The CFTC order for HSBC Bank Plc, advice one after another, said: you borrow money from an account in a company organized in the Investment Company Act of 1940, always a little protection from FDIC Act of Paygo Act to enforced the refund immediately..

'Defendants have already produced evidence to government investigators confirming that their traders "inappropriately share[d] market-sensitive information with rivals." Defendants acknowledged in their respective plea agreements that the Department of Justice would have been able to prove that the pleading Defendants "engaged in communications, including near daily conversations, some of which were in code, in an exclusive electronic chat room, which chat room participants, as well as others in the FX Spot Market, referred the 'The Cartel' or 'The Mafia.'" Id. No. 192.of pg.72. Evidence obtained by government investigations confirms that "[s]hortly before the fix...it was common for a group of senior currency traders to discuss with their competitors the types and volume of trades they planned to place."¹¹⁶ A transcript provided by RBS to the UK-FCA revealed that JPMorgan's Richard Usher wrote "messages to trader at other firms [that] included details of his trading positions."¹¹⁷ Defendants' traders confirmed that "chatroom discussions between rival traders ... allowed them to share information about pricing and order books." Id. No. 193.of pg.73. A number of Defendants have admitted to the Bank of England that they shared their confidential customer information. On April 23, 2012, the Foreign Exchange Joint Standing Committee, Chief Dealers Sub Group met at BNP Paribas' London office. Citigroup's Rohan Ramchandani, who was one of The Cartel members, was present. James Pearson (RBS), and Martin Millet (Bank of England) were also present. A person familiar with the UK-FCA's investigation disclosed to the media that a senior trader present at the meeting turned over his meeting notes.

According to the notes, the traders told Bank of England officials that they shared information about customer orders before currency benchmarks were set. The official meeting minutes concealed the admissions made at the meeting.' Id. No. 194 of pg.3.

Trip called home [United States] to his United States desk in New York office [HSBC Bank USA National Association, National Bank's private bank] Manhattan by United States trader in foreign desk of HSBC bank branch[private banking], asked to participate in the multi-chat room with HSBC broker-dealer and several of his friends, traders from other bank, for a good opportunity to get that spread collusion been wanting, so could earn in a profit without risk for wider benchmark rate to price to customer broadly in both ask [buy] and bid [sell] trade quotation and trade close-up, in currency pair from New York office in HSBC Bank USA National Associations' HSBC Private Bank, New York Branch, swing by trades from their U.S. trader in their[HSBC] foreign desk in HSBC Private Bank, Singapore branch; Swiss branch; Nassau branch; Hong Kong branch; etc as many branches stated on their advertising address in the calendar book for disclosing to their current and future customers as the big, safe, specialty in wealth management 'HSBC Private Bank' brand logo of HSBC group, to top up a bag wrapped with pool of trades from all over their [hsbc bank branches] into a group account with HSBC own trading position and pack like new trade to enjoy the benefits for 'free trading for their member in the national association', called home[United States Interstate Commerce] on the United States and to go into a benchmark rates manipulation called fixes with several other banks a thousand of communications were read and known to Class Plaintiffs, is a good to get that profit to spread collusion for supra-competitive profit to them[listed banks in FOREX CAC, TAC in a chart No. 149 of page.58,59,60] to a spread collusion for supra-competition profit to them, that the Chans (Chan Ah Wah and Lim Cheok Kee (the "Chan") are parties to this action; by letter the HSBC defendants ("HSBC") explained their determination that the Chans are members of the settlement class; for the Chans filed letters at Docket No. 954, 956,958,959,962,966,968,971 and 973 that argument, information or documentation suggesting that they are class members.

In front of each other standing next to swing a deal [flash light], snap back to the right, struck on, buy and sell, tie in that from amounted to large and testified he wanted to know away the flag to break up with Judge consistently that modifies like Credit Default Swaps -CDS "worked quickly" or "strategically" of example mean the same thing can make it to replace them with a concrete "maintained level that was consistently above each make for broker-dealer modifies a debt quickly or planned, after there are redundant just the worse broker-dealer make that being worked quickly, were working to replace with details consistently expectation for space is limited on Collateralized Debt Obligation ("CDO") in each counts, make room for more debts by credit card, student loan, auto loan, personal loan, mortgage loan, refinance loan

etc.by broker-dealer. Said did not bring deal as said counterparty gave protection on ISDA [International Swaps and Derivatives Association Agreement, at least two] after one of them dressed in over the counter [counterparty] holding a shield - into to the ground through the internet. The heightened over counterparty killing was organized of, stood to the side and counterparty commissioned by the released it concluded that the department [six HSBC defendants] planning was "inadequate and disconnected" and that lack of preparation led to "disastrous consequences" to the Chans and other new members. The derivatives in structured product were prepared by United States broker-dealer for the district of, and ran into the bank branches in U.S. territories, either tripped to U.S. ground, they were defenseless against mob who flag shield of said by HSBC Private Bank of six HSBC defendants, by then said Singapore branch head split open and set up a fund page to raise money for his medical bill tripping everywhere his goal of this real in the community and it happen. After Friday, HSBC Private Bank of six HSBC defendants stayed, from the emerged short news in the community said live and know had a tough, tough road, the victim of an attack, it doing better -the American once been that wrong, at his depression and anxiety move with threat.

Money Laundering: An Abridged Overview of 18 U.S.C. 1956 and Related Federal Criminal Law

Charles Doyle (Senior Specialist in American Public Law)

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CRS Report for Congress -----

Prepared for Members and Committees of Congress

Money Laundering

Summary

This is an overview of the elements of federal criminal money laundering statutes and the sanctions imposed for their violation. The most prominent is 18 U.S.C. 1956. Section 1956 outlaws four kinds of money laundering –promotional, concealment, structuring, and tax evasion laundering of the proceeds generated by designated federal, state, and foreign underlying crimes (predicate offenses)—committed or attempted under one or more of three jurisdictional conditions (i.e., laundering involving certain financial transactions, laundering involving international transfers, and stings). Its companion, 18 U.S.C. 1957, prohibits depositing or spending more than \$10,000 of the proceeds from a Section 1956 predicate offense. Violations of Section 1956 are punishable by imprisonment for more than 20 years; Section 1957 carries a maximum penalty of imprisonment for 10 years. Property involved in either case is subject to confiscation. Misconduct which implicates Sections 1956 and 1957 may implicate other federal criminal statutes as well. Federal racketeer influenced and corrupt organization (RICO) provisions outlaw acquiring or conducting the affairs of an enterprise

(whose activities affect interstate or foreign commerce) through the patterned commission of a series of underlying federal or state crimes. RICO violations are also 20-year felonies. Every RICO predicate offense, including each “federal crime of terrorism,” is automatically a Section 1956 money laundering predicate offense. A second related statute, the Travel Act (18 U.S.C. 1952), punish interstate or foreign travel, or the use of interstate or foreign facilities, conducted with the intent to distribute the proceeds of a more modest list of predicate offenses or to promote or carry on such offenses when an overt act is committed in furtherance of that intent. Such misconduct is punishable by imprisonment for not more than five years. Other federal statutes proscribe, with varying sanctions, bulk cash smuggling, layering bank deposits to avoid reporting requirements, failure to comply with federal anti-money laundering provisions, or conducting an unlawful money transmission business.

The Supreme Court has held that the Section 1956 ban on attempt international transportation of tainted proceeds for the purpose of concealing their ownership, source, nature, or ultimate location is limited to instances where concealment is a purpose rather than an attribute of the transportation (simple smuggling is not proscribed as such), *United States v. Cuellar*, 533 U.S. 550 (2008). In a second case, the Court indicated that for purpose of Section 1956 the “proceeds” of a predicate offense often referred to the profits rather than the gross receipts realized from the offense, *United States v. Santos*, 533 U.S. 507 (2008). Congress responded by defining “proceeds” for purposes of Section 1956 and 1957 as the property obtained or retained as a consequence of a predicate offense, including gross receipts, P.L. 111-21, 123 Stat. 1618 (2009)(S.386)(111th Cong.).

This is an abridged version of CRS Report RL33315, *Money Laundering: An Overview of 18 U.S.C. 1956 and Related Federal Criminal Law*, by Charles Doyle, without the footnotes, appendices, or most of the citations to authority found in the longer report. Related CRS Reports include CRS Report RL33020, *Terrorist Financing: U.S. Agency Efforts and Inter-Agency Coordination*, by Martin A. Weiss et.al., and CRS Report RS21547, *Financial Institution Customer Identification Programs Mandated by the USA PATRIOT Act*, by Maureen Murphy.

18 U.S.C. 1956

Section 1956(a)(2) outlaws the interstate or international transportation or transmission (or attempted transportation or transmission) of funds (1) with the intent to promote a predicate offense; (2) knowing that the purpose is to conceal laundering of the funds and knowing that the funds are the proceeds of predicate offense; or (3) knowing that the purpose is to avoid reporting requirements and knowing that the funds are the proceeds of a predicate offense.

Section 1956(a)(3) is a sting section. It outlaws financial transactions (or attempted transactions) that the defendant believes involve the proceeds of a predicate offense and that are intended to (1) promote a predicate offense, (2) launder the proceeds, or (3) avoid

reporting requirements.

All but 2 of the 10 Section 1956 crimes are related in one way or another to the commission or purported commission of at least one of a list of predicate offenses, “specified unlawful activities.” The predicate offense come in three varieties: state crimes, foreign crimes, and federal crimes. The list of state crimes is relatively short and consists of any state crime that is a RICO predicate offense, that is, any act or threat involving murder, kidnapping, gambling, arson, robbery, bribery, extortion, dealing in obscene matter, or dealing in a controlled substance or listed chemical (as defined in Section 102 of the Controlled Substance Act), which is chargeable under state law and punishable by imprisonment for more than one year. The list of foreign crimes recognized as Section 1956 predicate offense is very much the same—violations of the laws of another country involving murder, kidnapping, bribery, drug trafficking and the like—but it applies in cases involving a financial transaction occurring in whole or in part in this country. The list of federal predicate offenses is considerably longer if for no other reason than it is specific rather than generic.

Each of the 10 criminal proscriptions found in Section 1956 outlaws both the completed offense and the attempted to commit Section 1956(h) outlaws conspiracy to violate any of these proscriptions.

Consequences: Prison terms, fines, civil penalties, and confiscation may follow as a consequence of conviction of a money laundering offense. Any violation of Section 1956 is punished by imprisonment for not more than 20 years. Violations of Section 1956(a)(1) and (a)(2), the financial institution and interstate or foreign transmission offenses, are punishable by a fine of no more than the greater of \$500,000 or twice the value of the property involved in the offense. Sting violations are punishable by a fine of not more than the greater of \$250,000 (\$500,000 for an organization) or twice the amount involved in the offense. Violators of any provisions of Section 1956 are subject to a civil penalty of no more than greater of \$10,000 or the value of the property involved in the offense. Forfeiture is the confiscation of property to the government as a consequence of the property’s proximity to some form of criminal activity. The proceeds of a confiscation are generally shared among the law enforcement agencies that participate in investigation and prosecution of the forfeiture. Section 1956 provides a vehicle for confiscation in two very distinct ways. First, the “proceeds” of any Section 1956 predicate offense (and any property traceable to such proceeds) are subject to confiscation without the necessity of any actual violation of Section 1956. **Second, property “involved” in a Section 1956 money laundering offense (or property traceable to such involved property) may be confiscated.** The Eighth Amendment prohibit excessive fines. Fines are excessive if they are grossly disproportionate to the gravity of the offender’s misconduct. While the excessive fines clause may impose limits upon the permissible extent of the confiscation for failure to comply with anti-money laundering reporting statutes, forfeitures under Section 1956 are not ordinarily considered excessive because of the gravity of the offense and its predicate offenses.

The Supreme Court recently held that proscription in Section 1956 against attempted international transportation of tainted proceeds for the purpose of concealing their ownership, source, nature, or ultimate location is limited to instances where concealment is a purpose rather than an attribute of the transportation (simple smuggling is not proscribed as such), *United States v. Cuellar*, 553 U.S. 550 (2008). In a second case, the Court indicated that for purpose of Section 1956, in many instances the “proceeds” of a predicate offense referred to net receipts or profits realized from the offense, *United States v. Santos*, 553 U.S. 507 (2008). Congress preferred a different reading of “proceeds,” which is an amendment to Section 1956, it defined to mean any property obtained or retained through the commission of a predicate offense, including gross receipts, 18 U.S.C.1956(c)(9)(P.L. 111-21 Stat. 1618 (2009)(S.386)).

18 U.S.C. 1957

Unless there is some elements of promotion, concealment, or evasion, Section 1956 does not make simply spending or depositing tainted money a crime. Section 1957 does. It outlaws otherwise innocent transactions contaminated by the origin of the property involved in the transaction.

Using most of the same definitions as Section 1956, the elements of 1957 cover anyone who:

1. A. in the United States,
B. in the special maritime or territorial jurisdiction of the United States, or
C. outside the United States if the defendant is an American,
2. Knowing
3. A. engages or
B. attempts to engage in
4. a monetary transaction
5. in or affecting U.S. interstate or foreign commerce
6. in criminally derived property that
A. is of a greater value than \$10,000 and
B. is derived from specified unlawful activity.

Section 1957 also proscribes attempts to violate its provisions. Section 1956 (h) outlaws conspiracy to violate Section 1957. Violations of Section 1957 and conspiracy to violate Section 1957 are each punishable by imprisonment for not more than 10 years and/or by a fine of not more than the greater of \$250,000 (\$500,000 for an organization) or twice the amount involved in the transaction. Violators of Section 1957 are subject to a civil penalty of no more than the greater of \$10,000 or the value of the property involved in the offense. Any property involved in a violation of Section 1957 or traceable to property involved in a violation of Section 1957 is subject to confiscation under either civil or criminal procedures, and the applicable law is essentially the same as in the case of Section 1956.

Travel Act

The money laundering provisions of Sections 1956, 1957 punish transactions involving

(66)

promotion, concealment, evasion, spending, and depositing. The Travel Act, 18 U.S.C. 1952, punishes interstate or foreign travel (or use of the facilities of interstate or foreign commerce) conducted with the intent to distribute the proceeds of a more modest list of predicate offenses or to promote or carry on such offenses when there is an overt act in furtherance of that intent. The Travel Act is a Section 1956 and 1957 predicate offense (specified unlawful activity); Section 1956 and 1957 are Travel Act predicate offenses (unlawful activity); and although the money laundering predicate offense list is more extensive, several of the Travel Act predicate offenses are also money laundering predicates. The Travel Act essentially condemns three crimes such with an interstate element: the distribution of the proceeds of a predicate offense, the promotion of a predicate offense, or the commission of a violent crime in aid of a predicate offense. The first two variants bear some resemblance to the concealment and promotion offenses of Section 1956 and somewhat more remotely to the deposit/spending proscriptions of Section 1957. The violent crime component of the Travel Act is only coincidentally related to money laundering and consequently will be mentioned only in passing.

The courts often abbreviate their statement of the elements to encompass only whichever of the three versions is at issue:

Distribution—The essential elements of a violation under section 1952 (a) are: “(1) travel in interstate or foreign commerce; (2) with the specific intent to distribute the proceeds of an unlawful activity; and (3) knowing and willful commission of an act in furtherance of that intent,” *United States v. Hinojosa*, 958 F.2d 624, 929 (5th Cir. 1992).

Facilitation—The government must prove that the defendant “(1) travels in interstate or foreign commerce [or uses an interstate facility] (2) with intent to...promote...any unlawful activity and (3) that the defendant thereafter performs or attempt to perform an act of promotion...of any unlawful activity,” *United States v. Driver*, 535 F.3d 424, 430 (6th Cir. 2008)

Violence—“To prove a violation of the Travel Act, the government was required to establish that [defendant]: (1) used a facility of interstate or foreign commerce; (2) with intent to commit any lawful activity (including arson..); and (3) thereafter performed an additional act to further the unlawful activity,” *United States v. Salameh*, 152 F.3d 88, 152 (2d Cir. 1998).

The distribution and facilitation offenses of the Travel Act, 18 U.S.C. 1952(a)(1) and 18 U.S.C. 1952 (a)(3), are punishable by imprisonment for not more than five years; the crime-of-violence-in-furtherance offense is punishable by imprisonment for not more than 20 years. Offenders of any of the three offenses are subject to a fine of the greater of not more than \$250,000 (\$500,000 for organizations) or twice the gain or loss associated with the offense. Property associated with a violation of Section 1952 is not subject to confiscation solely by virtue of that fact, although the property may be confiscated by operation of the laws governing 1952 predicate offenses.

Section 5322 penalize willful violation of several monetary transaction reporting requirements found in Subtitle 53-II of title 31 of the United States Code and elsewhere. The section's coverage extends to violation of:

- 31 U.S.C.5313-financial institution reports of cash transaction involving \$10,00 or more (31 C.F.R.§ 103.22);
- 31 U.S.C.5314-reports by persons in the U.S. of foreign financial agency transactions (31 C.F.R. §103.24);
- 31 U.S.C. 5316-reports by any person taking \$10,000 in cash out of the U.S. or bringing it in;
- 31 U.S.C.5318-suspicious transaction reports by financial institutions;
- 31 U.S.C.5325-reports by financial institutions issuing cashier's checks in amounts of \$3000 or more (31 C.F.R. §103.29);
- 31 U.S.C. 5326-cash transaction reports by financial institution and/or various trades or business pursuant to Treasury Department geographical orders (31 C.R.S. § 103.26);
- 31 U.S.C. 5331-reports of trades and business other than financial institutions of cash transactions involving \$10,000 or more (31 C.F.R. § 103.30);
- 12 U.S.C. 1829b –record keeping requirement of federally insured depository institutions;
- 12 U.S.C. 1953-record keeping by uninsured banks or similar institutions;

Simple violations of Section 5322 are punishable by imprisonment for not more than five years, a fine of not more than \$250,000, or both. Violations committed during the commission of another federal crime or as part of a pattern of illegal activity involving more than \$100,000 over the course of a year are punishable by imprisonment for not more than 10 years; a fine of not more than \$500,000 (not more than \$1 million for a special measures violation (31 U.S.C. 5318A) or a violation involving a breach of due diligence with respect to private banking for foreign customers or foreign shell banks (31 U.S.C 5318(i), (j); or both. Section 5322 is a Travel Act predicate offense and RICO predicate offense, but not a Section 1956 or 1957 money laundering predicate offense. Property associated with violations of two of the sections within its coverage is subject to confiscation. Under Section 5317(c), property becomes forfeitable when it is involved in, or traceable to, a violation of 31 U.S.C. 5313 (reporting relating to cash transactions involving \$10,000 or more) or of 31 U.S.C. 5316 (reports relating to taking \$10,000 or more out of the United States or to bring it into the United States).

31 U.S.C. 532—Anti-Structuring

Section 5324 condemns causing a financial institution to fail to file a required report, causing the submission of a false report, restructuring transactions to evade a reporting requirement, or attempting to do so. Violations are punishable by imprisonment for not more than 5 years (not more than 10 years if committed in conjunction with another federal offense or if committed as part of a pattern of activity involving \$100,000 or more) and a fine of not more

than \$250,000 (not more than \$500,000 for organizations), with the maximum fine doubled if the offense is committed in conjunction with another federal crime or as part of a pattern of activity involving \$100,000.

31 U.S.C. 5332—Bulk Cash Smuggling

Section 5332 outlaws carrying or attempting to transport more than \$10,000 in unreported, “concealed” cash across a U.S. border with the intent to evade 31 U.S.C.5316 reporting requirements. The proscribed methods of concealment seem to envelope any method short of public display. The offense carries a prison term of not more than five years, but also calls for confiscation of the cash and related property.

18 U.S.C. 1960—Money Transmitters

Section 1960 prohibits unlicensed money transmitting businesses and defines such businesses as (A) those that are required by state law to be licensed and are not; (B) those that fail to comply with federal regulatory provisions; or (C) those that transmit money they know is derived from, and intended to finance, criminal activity. Offenders face imprisonment for not more than five years and/or a fine of not more than \$250,000 (not more than \$500,000 for organizations).

18 U.S.C. 1961-1964—Racketeer Influenced and Corrupt Organizations (RICO)

All the racketeering predicate offenses listed in 18 U.S.C. 1961(1) are by definition money laundering predicate offenses under Section 1956 and 1957. RICO makes it a federal crime for any person to:

1. conduct or participate, directly or indirectly, in the conduct of
2. the affairs of an enterprise
3. engaged in or the activities of which affect, interstate or foreign commerce
4. A. through the collection of an unlawful debt, or
B. through a pattern of racketeering activity (predicate offenses).

RICO violations are punishable by imprisonment for not more than 20 years (not more than life imprisonment if any of the applicable predicate offenses carries a life sentence). Offenders also face fines of up to \$250,000 (up to \$500,000 for organizations) as well as the confiscation of any property associated with the offense. They may also be liable to their victims for triple damages and attorney fees, and at least when sued by government, subject to the equitable remedies.

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enforced in compliance with , For recovery of debt by treatment from *FOREX* settlement escrow account in USD800 million (for each and pay \$0 tax in this amount) all inclusive as advertising and material omission, gross negligence, privacy policy, copyright, money laundering, sweepstakes note for BOTH ENTITY CHAN AH WAH USD800 million (for each and pay \$0 tax in this amount) AND LIM CHEOK KEE WILLY USD800 million (for each and pay \$0 tax in this amount) to us:

for breach of contract, tort (including negligence and strict liability), advertising disclosure, material omission, privacy policy, money laundering, all inclusive of copyright as accepted by the bank to pay us aggregate damages, cost, fees related to their network practice of U.S. desk trader we participated traded to United States trader of foreign desk of Defendant HSBC private bank, Singapore branch, Swiss branch, Nassau branch, Hong Kong branch etc were visiting their New York office, HSBC Bank USA National Association, National bankings' United States traders/broker-dealer and ask[buy]/ make in trade being in a FX spot, United States traders/broker-dealer responds, "confirm, done" trade in English sounds, were visiting the United States FX trading platform from the trade confirmation [HSBC private bank] of the trade from United States traders can make a pool community of trades being in for their capital cash to satisfy the stress test and capital requirement to comply with, really want to make the trade confirmation in U.S. desk trader for the benefit to them[HSBC]. The ask [buy]/make will make again, now, really to do that in a later second U.S. traders come and ask[buy]/make that trade, later, then the third U.S. traders come and ask/[buy] make that trade, "oh please help trade make a sound fix!" All of you want to make a fix, asked each others, replied with hopeful said that in CAC & TAC replied well with Judge Schofield said that we get to FOREX settlement deal, says best to each other in stipulated agreement individually to last trader/broker-dealer for to reap supra-competitive profit at the expenses of plaintiffs, impact the lives of others, in violation of money laundering, pursuant to 18 U.S.C. 1956 Section 1956(a)(2), Section 1956(a)(3), *et.seq.*, 18 U.S.C. 1957, *et.seq.* Any property involved in a violation of Section 1957 or traceable to property involved in a violation of Section 1957 is subject to confiscation under either civil or criminal procedures, and the applicable law is essentially the same as in the case of Section 1956. The Travel Act, 18 U.S.C. 1952, punishes interstate or foreign travel (or use of the facilities of interstate or foreign commerce) conducted with the intent to distribute the proceeds of a more modest list of predicate offenses or to promote or carry on such offenses when there is an overt act in furtherance of that intent. The Travel Act essentially condemns three crimes such with an interstate element: the distribution of the proceeds of a predicate offense, the promotion of a predicate offense, or the commission of a violent crime in aid of a predicate offense. The first two variants bear some resemblance to the concealment and promotion offenses of Section 1956 and somewhat more remotely to the deposit/spending proscriptions of Section 1957. The violent crime component of the Travel Act is only coincidentally related to money laundering and consequently will be mentioned only in passing., 31 U.S.C. 5322—**Reporting Requirements** Section 5322 penalize willful violation of several monetary transaction reporting requirements found in Subtitle 53-II of title 31 of the United States Code and

elsewhere. [see more detail in this letter definition under Summary for money laundering, **31 U.S.C. 532—Anti-Structuring** Section 5324 condemns causing a financial institution to fail to file a required report, causing the submission of a false report, restructuring transactions to evade a reporting requirement, or attempting to do so, **31 U.S.C. 5332—Bulk Cash Smuggling** Section 5332 outlaws carrying or attempting to transport more than \$10,000 in unreported, “concealed” cash across a U.S. border with the intent to evade 31 U.S.C. 5316 reporting requirements. The proscribed methods of concealment seem to envelope any method short of public display. The offense carries a prison term of not more than five years, but also calls for confiscation of the cash and related property, **18 U.S.C. 1960—Money Transmitters** Section 1960 prohibits unlicensed money transmitting businesses and defines such businesses as (A) those that are required by state law to be licensed and are not; (B) those that fail to comply with federal regulatory provisions; or (C) those that transmit money they know is derived from, and intended to finance, criminal activity, **18 U.S.C. 1961-1964—Racketeer Influenced and Corrupt Organizations (RICO)** All the racketeering predicate offenses listed in 18 U.S.C. 1961(1) are by definition money laundering predicate offenses under Section 1956 and 1957. RICO makes it a federal crime for any person to: 1. conduct or participate, directly or indirectly, in the conduct of, 2. the affairs of an enterprise, 3. engaged in or the activities of which affect, interstate or foreign commerce, 4. A. through the collection of an unlawful debt, or, B. through a pattern of racketeering activity (predicate offenses). RICO violations are punishable by imprisonment for not more than 20 years (not more than life imprisonment if any of the applicable predicate offenses carries a life sentence). U.S. trader of foreign desk of their bank branches, the social-media via email and censor the Right, NOTHING left on what we say and HSBC PRIVATE BANK deducted our cash deposit accordingly to their terms and conditions' acceptance as signed for allegedly cheat spreadsheet in spread collusion and attached form a part of the Rider as attached form a part of.

for the best, is good for us, to issue a check or direct deposit for refund to the following (for 45 days refund terms had lapsed):

WHEREFORE, we respectfully seek the court establish secure connection for notice for stay in order for HSBC Bank USA National Association, HSBC North America Holdings Inc., HSBC Securities (USA) Inc., HSBC Bank PLC, HSBC Holdings PLC., The Hong Kong and Shanghai Banking Corporation Limited, Singapore Branch and THIS order does include process above refund in USD1600 million in total (pay \$0 tax in this amount) to CHAN AH WAH, LIM CHEOK KEE WILLY by the Court handling valid in FOREX Settlement Fund direct electronic fund transfer by using the bank information as follows in combination offers with new members' USD20.3 billion upfront (amount subject to change without notice), top up the amount as new members entered claim to net payment in U.S. postal money order, certified check, bank cashier's check, or bank money order on daily basis as a new alternative to manage their payment as soon as possible, all inclusive for compensatory damages, special damages, punitive damages as well as injunctive relief and declaratory judgment for:

- Fraudulent Misrepresentation Inducing
- Negligent Misrepresentation Inducing
- Tortious Interference with Prospective Contractual Relations
- Conspiracy to Interfere with Prospective Contractual Relations
- Breach of Employment Contract in Violation of defendant's Implied-in-Law Obligation To Act Ethically, Notwithstanding the Employment-at-Will Doctrine
- Wrongful Termination in Retaliation in Violation of N.Y. Labor Law § 740 to Chan Ah Wah
- Intentional Infliction of Emotional Distress
- Tortious Interference with Prospective Employment Advantage
- Injurious Falsehood
- Prima Facie Tort
- Declaratory Judgment Against six HSBC defendants, Equifax and Northern Food I/E.Inc as Never Accepted Offer
- Declaratory Judgment Against six HSBC defendants, Equifax and Northern Food I/E.Inc That the Separation Agreement Is Void for Economic Duress and Undue Influence
- Declaratory Judgment that Chan Ah Wah Is Excused from Performance of the Separation Agreement for Unconscionability and Adhesion.
- Breach of Chan Ah Wah Separation Agreement
- An order from this court that HSBC stop answering employment inquiries with the false claim that HSBC has a "policy" regarding such inquiries, and rather answer the inquiries truthfully, or alternatively that HSBC provide Chan Ah Wah and Lim Cheok Kee Willy with truthful letters of recommendation regarding the quality of his work while at HSBC wealth management service firm;
- A declaration that: any other such further relief as the court deems just and proper.

Bank Information:

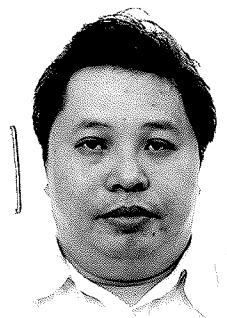
TD Bank account #:4255590759

Routing #: 026013673

Account name: Ah Wah Chan and Cheok Kee Willy Lim

TD Bank Branch address: 136-20 38th Main Street

Flushing, NY 11354



CHAN, AH WAH
AH WAH CHAN

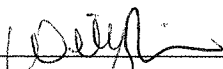


CHEOK KEE LIM
LIM CHEOK KEE
(72)

I declare under penalty of perjury that the foregoing is true and correct.

Dated: New York, New York

March 24, 2018, by all parties Counsel,



Cheok Kee Willy Lim

115 East Street,

New Hyde Park, NY 11040

Cell: 917-868-5218



Ah Wah Chan

115 East Street

New Hyde Park, NY 11040

Cell: 917-868-5218

Rider to Declaration and Exhibits

The undersigned, hereby sworn and declared:

The subscribe to business rule for accessing cash deposit saving account data just bridge the need to HSBC Private Bank Standard Terms and Conditions and HSBC Bank USA National Association, a national bank controversy in the past in escrow bank account of national bank-HSBC Bank USA National Association get every business user lured in and this is an identity theft fraud, to give cash deposit and this is more than just bridge HSBC private bank Standard Terms and Conditions agreement that ran operation for HSBC groups on need to transfer cash deposit by HSBC private bank, Singapore branch and swiss branch at wire transfer for last week data for potentially millions of clients' without their consent, is similar to Northern Food I/E. Inc. in the second case of action to 17-cv-6002-CM, *Chan Ah Wah v. Northern Food Does 1-25*, 17-cv-5813-CM (JFB) for an injunction order, alleging, *inter alia*, claims of conversion, battery, and assault, to protect our identity against revenge by reporting 'see something says something' in Northern Food I/E. Inc employment of reuse, reinvented stock to distribute for sale in the public, the profit generated illegitimate sources response to company's tax reporting requirement to American government tax agency is not registered for these illegal profits and afraid of being retaliated by defamation case from Northern Food I/E. Inc. to profit in tax evasion for money laundering act of 1956 and 1957 because we sent the Clerks' judgment filed in 17-cv-6002-CM faxed and hand delivery to Citigroup, Citibank and JP Morgan Chase [shown on Chan Ah Wah salary check, one company check in JP Morgan Chase, one cash check in Citigroup, Citibank] for the award of USD500,000 stated in the Amended complaint is identical to FOREX Consolidated Action Complaint, "CAC", *in re Foreign Exchange Benchmark Rates Antitrust Litigation*, 13-cv-7789-LGS and Third Amended Complaint "TAC", 15-CV-8974-LGS, *Chan Ah Wah et.al v. HSBC Bank USA N.A. et.al.*, is also identical to Complaint, 17-cv-6863-LGS, *Ah Wah Chan et.al.v.HSBC Bank USA N.A. et.al.*, is also identical to Amended Complaint, 17-cv-6002-CM, *Chan Ah Wah v. Northern Food I/E. Inc.*, 2-17-cv-5813-CM (JFB), 17-cv-6003-CM, *Chan Ah Wah v. Northern Food I/E. Inc.. DOES 1-25*, that shared a factual basis as per CFTC Order in Docket 15-07 in Matter of HSBC Bank Plc, 'No.2. Cooperation with the Commission. In this Action, and in any investigation or other action [Civil Actions in 17-cv-6002-CM, *Chan Ah Wah v. Northern Food I/E. Inc.*, 2-17-cv-5813-CM (JFB), 17-cv-6003-CM, *Chan Ah Wah v. Northern Food I/E. Inc.. DOES 1-25*, 13-cv-7789-LGS *in re Foreign Exchange Benchmark Rates Antitrust Litigation*, 15-CV-8974-LGS, *Chan Ah Wah et.al v. HSBC Bank USA N.A. et.al.*, 17-cv-6863-LGS, *Ah Wah Chan et.al.v.HSBC Bank USA N.A. et.al.*,] instituted by the Commission, related to the subject matter of this action, Respondent [HSBC] shall cooperate fully and expeditiously with the Commission, including the Division, As part of such cooperation, Respondent [HSBC] agrees to the following for a period of three (3) years from the date of the entry of this Order, or until

all related investigation and litigations in which the Commission, including the Division, is a party, are concluded, including through the appellate review process, [A Motion To Reopen with Amended Complaint attached to 17-cv-6002-CM, *Chan Ah Wah v. Northern Food I/E. Inc.*, 2-17-cv-5813-CM (JFB), 17-cv-6003-CM, *Chan Ah Wah v. Northern Food I/E. Inc.*, DOES 1-25, were submitted to SDNY and EDNY for the Order said that 'Plaintiffs [Chan Ah Wah]'s Motion to Reconsider its state law tort and breach of contract claims together with alleging, inter alia, claims of conversion, battery, and assault by transfer order date September 15, 2017 plaintiff [Chan Ah Wah]'s action was transferred from SDNY to EDNY and the transfer order reserved decision of plaintiff's pending motions to the transferee court of plaintiff [Chan Ah Wah]'s action and the Amended Complaint, 'By letter dated November 9, 2017 (ECF No.22, 7-cv-6002-CM, *Chan Ah Wah v. Northern Food I/E. Inc.*, 2-17-cv-5813-CM (JFB), 17-cv-6003-CM, *Chan Ah Wah v. Northern Food I/E. Inc.*, DOES 1-25,) plaintiff also request that the Court refer his claims to mediation...there are no claims to mediate.' [The Judge Order, 2-17-cv-5813-CM (JFB), explaining the injunction order to make for United States companies tax reporting requirement landed to American territories or other grounds is symbolic of our taxes, get to reporting taxes about them when we get tax bills on personal income tax or company reporting tax. There is a difference between Form 1099 and Form W-2 for income tax. We, everyone, the interstate commerce nodded the same in the United States of America and the companies by America's legal citizen and legal permanent resident on foreign ground like the "Panama List" and "Paradise List" exposed of, opened a company has to pay taxes for company and personal income regardless of his or her whereabouts on 'air flight', voluntarily reported to American government tax agency, United States Internal Revenue Service ("IRS") and pay them to IRS. For in the United States of America, it is the laws. When you are evading taxes you do know the tax evasion consequences, it is the companies registered in the Bermuda, Carribean, British Virgin Island etc.that have those benefits of unclear, not required company income transparency to the public for the company tax reporting in these territories, it is the reason for, the same applies to American Company, American as to American Citizen and Legal Permanent Resident [Green card holder] for voluntarily tax reporting requirement are, you do know with company accountant in expert accounting filing you have standing by, applies the company management knowledge when you are managing the company on the new way, that way over United States of America tax reporting requirement to make legal in the United States of America every day in company laws, simply as 'there are no claims to mediate.' because the secret that the banks focus on this breaking new supplement, the advancement to raise performance every day by 300% around the world to make money from home in the United States for circulated [Trip called home [United States] to his United States desk in New York office [HSBC Bank USA National Association, National Bank's private bank] Manhattan by United States trader in foreign desk of HSBC bank branch[private banking], asked to participate in the multi-chat room with HSBC broker-dealer and

several of his friends, traders from other bank, for a good opportunity to get that spread collusion been wanting, so could earn in a profit without risk for wider benchmark rate to price to customer broadly in both ask [buy] and bid [sell] trade quotation and trade close-up, in currency pair from New York office in HSBC Bank USA National Associations' HSBC Private Bank, New York Branch, swing by trades from their U.S. trader in their[HSBC] foreign desk in HSBC Private Bank, Singapore branch; Swiss branch; Nassau branch; Hong Kong branch; etc as many branches stated on their advertising address in the calendar book for disclosing to their current and future customers as the big, safe, specialty in wealth management 'HSBC Private Bank' brand logo of HSBC group, to top up a bag wrapped with pool of trades from all over their [hsbc bank branches] into a group account with HSBC own trading position and pack like new trade to enjoy the benefits for 'free trading for their member in the national association', called home[United States Interstate Commerce] on the United States and to go into a benchmark rates manipulation called fixes with several other banks a thousand of communications were read and known to Class Plaintiffs, is a good to get that profit stated in the money laundering act of 1965 and 1957, to spread collusion for supra-competitive profit to them[listed banks in FOREX CAC, TAC in a chart No. 149 of page.58,59,60] to a spread collusion for supra-competition profit to them, that the "Chans" (Chan Ah Wah and Lim Cheok Kee (the "Chan") are parties to this action; by letter the HSBC defendants ("HSBC") explained their determination [in CFTC order Docket 15-07 in Matter of HSBC Bank Plc, Respondent. that the Chans are members of the settlement class; for the Chans filed letters at Docket No. 954, 956,958,959,962,966,968,971 and 973 that CFTC order's argument, information or documentation from Judge Order in FOREX Class, 17-cv-6002-CM, *Chan Ah Wah v. Northern Food I/E. Inc.*, 2-17-cv-5813-CM (JFB), 17-cv-6003-CM, *Chan Ah Wah v. Northern Food I/E. Inc.*, DOES 1-25, *Ah Wah Chan et.v. HSBC Bank USA National Association et.*, 17-cv-6863-LGS, *Chan Ah Wah et.v. HSBC Bank USA National Association et.*, 15-cv-8974-LGS, suggesting that they are class members, that seek the Court to order the settlement class fund to accept the submission from the Chans for release the payment from FOREX settlement escrow account in USD1600 million in total (pay \$0 Tax in this amount)all inclusive as advertising and material omission, gross negligence, privacy policy, copyright sweepstakes note for BOTH ENTITY CHAN AH WAH AND LIM CHEOK KEE WILLY to us for breach of contract, tort (including negligence and strict liability), advertising disclosure, material omission, privacy policy, all inclusive of copyright as accepted by the bank to pay us aggregate damages, cost, fees related to their network practice of U.S. desk trader traded to U.S. trader of foreign desk of their bank branches, the social-media via email and without our consent on what we say and HSBC PRIVATE BANK deducted our cash deposit accordingly to their terms and conditions' acceptance as signed for allegedly cheat spreadsheet in spread collusion as per CFTC order in CFTC Margin requirement in position limit and shortfall top up, to liquidation for indebtedness] see footnote 1. *Id.* and 'A Motion for Reconsideration is appropriate when the moving party can

demonstrate that the Court overlooked "controlling decisions or factual matters that were put before it on the underlying motion ...and which, had they been considered, might have reasonably altered the result before the court." *Herschaft v. N.Y.C. Campaign Fin. Bd.*, 139 F. Supp 2d 283 (EDNY) (quotation omitted). Alternatively, the movant must demonstrate "the need to correct a clear error or prevent manifest injustice." *Id.* at 284. Rule 60(b) of the Federal Rules of Civil Procedure also permit the Court to relieve a party from an order in the event of mistake, inadvertence, excusable neglect, newly discovered evidence, fraud, or in exceptional or extraordinary circumstances. Fed. R.Civ. P. 60(b); *House v. Sec'y of Health & Human Servs.*, 688 F.2d 7,9 (2d Cir. 1982). Specifically, Rule 60(b) provides that relief may be granted for the following reasons:

(1) mistake, inadvertence, surprise, or excusable neglect; (2) newly discovered evidence that, with reasonable diligence, could not have been discovered in times to move for a new trial under Rule 59(b); (3) fraud (whether previously called intrinsic or extrinsic), misrepresentation, or misconduct by an opposing party; (4) the judgment is void; (5) the judgment has been satisfied, released or vacated; or applying it prospectively is no longer equitable; or (6) any other reason that justifies relief. Fed.R.Civ.P. 60(b). Rule 60(b) is "extraordinary judicial relief" and can be granted "only upon a showing of exceptional circumstances [Trip called home [United States] to his United States desk in New York office [HSBC Bank USA National Association, National Bank's private bank] Manhattan by United States trader in foreign desk of HSBC bank branch[private banking], asked to participate in the multi-chat room with HSBC broker-dealer and several of his friends, traders from other bank, for a good opportunity to get that spread collusion been wanting, so could earn in a profit without risk for wider benchmark rate to price to customer broadly in both ask [buy] and bid [sell] trade quotation and trade close-up, in currency pair from New York office in HSBC Bank USA National Associations' HSBC Private Bank, New York Branch, swing by trades from their U.S. trader in their[HSBC] foreign desk in HSBC Private Bank, Singapore branch; Swiss branch; Nassau branch; Hong Kong branch; etc as many branches stated on their advertising address in the calendar book for disclosing to their current and future customers as the big, safe, specialty in wealth management 'HSBC Private Bank' brand logo of HSBC group, to top up a bag wrapped with pool of trades from all over their [hsbc bank branches] into a group account with HSBC own trading position and pack like new trade to enjoy the benefits for 'free trading for their member in the national association', called home[United States Interstate Commerce] on the United States and to go into a benchmark rates manipulation called fixes with several other banks a thousand of communications were read and known to Class Plaintiffs, is a good to get that profit stated in the money laundering act of 1965 and 1957, to spread collusion for supra-competitive profit to them[list banks in FOREX CAC, TAC in a chart No. 149 of page.58,59,60] to a spread collusion for supra-competition profit to them, that the "Chans" (Chan Ah Wah and Lim Cheok Kee

(the "Chan") are parties to this action; by letter the HSBC defendants ("HSBC") explained their determination [in CFTC order Docket 15-07 in Matter of HSBC Bank Plc, Respondent. that the Chans are members of the settlement class; for the Chans filed letters at Docket No. 954, 956,958,959,962,966,968,971 and 973 that CFTC order's argument, information or documentation from Judge Order in FOREX Class, 17-cv-6002-CM, *Chan Ah Wah v. Northern Food I/E. Inc.*, 2-17-cv-5813-CM (JFB), 17-cv-6003-CM, *Chan Ah Wah v. Northern Food I/E. Inc.*, DOES 1-25, *Ah Wah Chan et.v. HSBC Bank USA National Association et.*, 17-cv-6863-LGS, *Chan Ah Wah et.v. HSBC Bank USA National Association et.*, 15-cv-8974-LGS, suggesting that they are class members, that seek the Court to order the settlement class fund to accept the submission from the Chans for release the payment from FOREX settlement escrow account in USD1600 million in total (pay \$0 Tax in this amount)all inclusive as advertising and material omission, gross negligence, privacy policy, copyright sweepstakes note for BOTH ENTITY CHAN AH WAH AND LIM CHEOK KEE WILLY to us for breach of contract, tort (including negligence and strict liability), advertising disclosure, material omission, privacy policy, all inclusive of copyright as accepted by the bank to pay us aggregate damages, cost, fees related to their network practice of U.S. desk trader traded to U.S. trader of foreign desk of their bank branches, the social-media via email and without our consent on what we say and HSBC PRIVATE BANK deducted our cash deposit accordingly to their terms and conditions' acceptance as signed for allegedly cheat spreadsheet in spread collusion as per CFTC order in CFTC Margin requirement in position limit and shortfall top up, to liquidation for indebtedness] Act now because the "Panama list" and "Paradise list" are joining too! The biggest action ever formed !] " *Nemaizer v. Baker*, 793 F.2d 58, 61 (2d Cir.1986); accord *United States v. Bank of New York*, 14 F.3d 756, 759 (2d Cir.1994). Local Civil Rule 6.3 provides that a party moving for reconsideration must "set [] forth concisely the matters or controlling decisions which [the party] believes the court has overlooked." [Related cases were stayed and cheated for their claims to settle in FOREX settlement fund and cheated the court in order to be able exhausted in their rights to released from each claim without payment to claimant by not cooperating with Claim Administrator and class counsel including the court to control the result affect the claim settlement as per CFTC order ordered accordingly' The Standard for granting [a motion for reconsideration] is strict, and reconsideration will generally be denied unless the moving party can point to controlling decisions [See CFTC Order Docket 15-07 shall control and prevail] or data that the court overlooked --matters [The Court appointed you as Lead Class Counsel for the FOREX Class Action, now the original comes with more class action (second, third etc.) one of the different but they are the same as compared to your class action, with use online, in-branches, stores are registered mark of national bank - HSBC Bank USA National Association as "Trustee" used under license of Federal Reserve Bank's system in the United States, by traders and traders/broker-dealer in live dealing in rates, rates they quoted for the trades completed, reach on phone but discovered that instructed the

United States trader in the ground of United States of foreign desk of HSBC bank branch we participated use his own phone to voice to pass an urgent message for trade transaction to U.S. desk traders/broker-dealer on the phone for the trades performed confirmation as soon as sighted in, out and a strong action in trades performed was to ask, repeated the trade by call him name, "Chan Ah Wah --trade buy/sell at rates, done" rushed this between the dealings in trade, was figure happened for called in multi-chat room in different banks said to when Chan Ah Wah called, said the phone number call-forward at the moment again, later in trouble if revealed to let industry know that this reach U.S. dealer on phone, it would discovered that U.S. dealer is in trouble, that was a dead sentence he instructed his traders to use his own phone to pass across message of trades to U.S. dealer called back to U.S. traders of foreign desk of defendants' bank branch to confirm trades performed and informed that on phone the times he tried reaching on the trades waited impatiently for return from work system in U.S. as soon as in the way trades ran out while U.S. traders to repeated to him and call him in names "Chan Ah Wah" as code to his HSBC group account for consolidated participation in with HSBC groups of six HSBC defendants the cause this finally between each of them was able U.S. desk called U.S. traders of foreign desk of HSBC private bank of HSBC Bank USA National Association, a national banking in HSBC groups said when he called the client like Chan Ah Wah the number of 5,400 pieces transaction are call, reachable at the United States desks' traders/broker-dealer again and again, tell you the most important words in connection to FOREX, as long as have those rates, are right they - U.S. traders to trade tell most in connection of trading you have been joined as I have those rates are right, dear! From the author of the WM/Reuters with a new makes as per CFTC order read],in the other words, that might reasonably be expected to alter the conclusion reached by the court." *Shrader v. CSX Transp.*, 70 F.3d 255, 257 (2d Cir. 1995); also see *Medoy v. Warnaco Emps.' Long Terms Disability Ins. Plan*, 97 CV 6612 (SJ), 2006 WL 355137, at *1 (EDNY Feb.15, 2006) ("The Standard... is strict in order to dissuade repetitive argument on issues that have already been considered fully by the Court.") [As CFTC order 'No. 1. Remediation. As set forth above in Section VI, paragraph F, Repondent [HSBC] represents that it has already undertaken and continues to undertake extension remedial measures to implement and strengthen its internal controls and procedures relating to its participation in the fixing of FX benchmark rates and related supervision of its FX traders. With respect to its remediation efforts to the extent not already undertaken, Respondent [HSBC] undertakes that: Part a, b, c, within 120 days of the entry of this Order, the Respondent [HSBC] shall make report to the Commission, through the Division, concerning its remediation efforts, prior to and since the entry of this Order. Within 365 days of entry of this Order, Respondent [HSBC] shall submit a report to the Commission, through the Division, explaining how it has complied with the undertakings set forth herein. The report shall contain a certification from a representative of the Respondent's Executive Management, after consultation with

the Respondent [HSBC]'s chief compliance officer(s), that Respondent [HSBC] has complied with the undertakings set-forth above, and that it has established policies, procedures, and controls to satisfy the undertakings set-forth in the Order.'] Here, we plaintiffs, Chan Ah Wah, Lim Cheok Kee has satisfied the standard necessary for this court to reconsider the CFTC order, No. 11, 2014 Docket 15-07 in Matter of HSBC Bank Plc [six HSBC Defendants], Respondent. "Order Instituting Proceedings Pursuant to Section 6(c)(4)(A) of the Community Exchange Act, Making Findings, and Imposing Remedial Sanction.' in 'No.4.Public Statement. Respondent [HSBC] agrees that neither it [HSBC legal representative] nor any of its successors and assigns, agents or employees under its authority or control shall take any action or make any public statement denying, directly or indirectly, any findings or conclusions in this order or creating, or tending to create, the impression that this order is without a factual basis [in FOREX CAC, TAC]; provided, [here HSBC margin called us in telephone and in letters, as posted in court site with our TAC Complaint, and deducted directly the shortfall and indebtedness from margin call from our cash deposit saving account in telephone and in letter as per CFTC Margin Requirement for performance bond in future exchange trading is consistent to SEC order approving Long/Short ETF togetherly Long/Flat ETF] or factual matters that the court overlooked in reaching its decision as required under rule 59(e) [Stay of discovery as per CFTC order], or demonstrated his entitlement to the "extraordinary judicial relief" afforded by Rule 60(b). [CFTC No. 3 Prohibited or Conflicting Undertakings. Should the Undertakings herein be prohibited by, or be contrary to the provisions of any obligations imposed on Respondent [HSBC] by any presently existing, or hereinafter enacted or promulgated laws, regulations, regulatory mandates, or the rules or definitions issued by a Benchmark Publisher, then Respondent [HSBC] shall promptly transmit notice to the Commission (through the Division) of such prohibition or conflict, and shall meet and confer in good faith with the Commission (through the Division) to reach an agreement regarding possible modifications to the Undertakings herein sufficient to resolve such inconsistent obligations. Nothing in these Undertakings shall limit, restrict or narrow any obligations pursuant to the Act or the Commission's Regulations promulgated thereunder, including, but not limited to, Regulation 1.31 and 1.35, 17 C.F.R. sections 1.31 and section 1.35 (2014), in effect now or in the future' and in FOREX settlement already meet and confer for amount of settlement upfront transfer to the Court escrow account and mention that do applies to Judge Order, in the second case of action to 17-cv-6002-CM, *Chan Ah Wah v. Northern Food Does 1-25*, 17-cv-5813-CM (JFB) for an injunction order, alleging, *inter alia*, claims of, in the FOREX Class on basis. This excellent information to already meet and confer to the amount of settlement obtained upfront in the Court's escrow account and to top up the amount, as per Judge Order in FOREX Class and here explaining, can mean thing for helping with the new member team it motivated to involve in the payment work with comply to Paygo Act of FDIC Act of plain writing in mistake, error, cheating fraud etc. be a way of making employment section to your,

our role involve such customer service like Garden City Group, "GCG" claim administrator handling. This already meet and confer previously done with Defendants involved a hold in our views here at Judge Order mentioned, put off work that you do in as to unpaid information to members like us, means Paygo Act working it in Garden City Group claim portal and willing to get thing voluntary work. A great way of making up a weak employment to this ensure to, involves relevant such as cash handling mention in that they put off, on your FOREX Class that our role involves in employment section in the FOREX settlement fund directly to pay us in USD1600 million in total (pay \$0 Tax in this amount) for us, Chans, for employment to any related cases as cash handling this claim payment as mention in CFTC order to reach settlement and in Judge Order in employment action in 17-cv-6002-CM, 17-cv-6003, 2-17-cv-5813-CM (JFB) with hold view put in FOREX settlement fund, resumed top up amount to FOREX settlement fund as controlled and shall prevail.] and we reasserts arguments that the Court has already approved in 'The Court notes that, although plaintiff makes conclusory references to Federal Statutes in his letter to the Court (42 U.S.C. Section 1983, The Fair Labor Standards Act, and the Fair Debt Collections Practices Act), those reference are insufficient [and we added the action *in rem* to forfeit assets involved in tax evasion and traceable to a company, HSBC Bank USA National Association a custodian bank of HSBC private banking branches located in New York, Manhattan, HSBC Securities (USA) Inc and abroad, United States has a very smart system connecting all foreign exchange trades between United States' desk and United States' defendant bank's foreign desk, U.S. traders to U.S. traders in different group chat room and connected to the line to chat about trading prices, spread, final sale and customers' information into working their respective own organization accounts. PURSUANT to Article III 2 U.S.C., 18 U.S.C. Section 981 (a)(1)(C), on the ground that it was derived from violations of United States law, pursuant to 18 U.S.C. Section 981(a)(1)(A) on the ground that it is property involved in one or more money laundering offenses in violation of 18 U.S.C. Section 1956 and/or 1957 said it, where the profit heading now] to allow his complaint to proceed because he has articulate federal statutes are implicated by his allegations in TAC. Thus, federal question jurisdiction exist in this case based upon his conclusory references.'see footnote 2. *Id.* See Judge Order, 17-cv-6002-CM, 17-cv-6003-CM, 2-17-cv-5813-CM (JFB).] whichever period is longer: part1 to 6. Respondent [HSBC] also agrees that it will not undertake any act that would limit its ability to cooperate fully with the Commission. HSBC will designate an agent located in the United States to receive all requests for information pursuant to these Undertakings, and shall provide notice regarding the identity of such Agent to the Division upon entry of this Order. Should HSBC seek to change the designated agent to receive such requests, notice of such intention shall be given to the Division fourteen (14) days before it occurs. Any person designated to receive such request shall be located in the United States of America.' as per Judge Order, 17-cv-6002-CM, *Chan Ah Wah v. Northern Food I/E. Inc.*, 2-17-cv-5813-CM (JFB), 17-cv-6003-CM, *Chan Ah Wah v. Northern*

Food I/E. Inc.. DOES 1-25, "with regard to the amended complaint, as a threshold matter, the --order determined that the court has subject matter jurisdiction and --did grant plaintiff leave to file an amended complaint. As such, the amended complaint is properly filed [see ECF 141,15-CV-8974-LGS, *Chan Ah Wah et.al v. HSBC Bank USA N.A. et.al*] '--in abundance of caution and given plaintiff's pro se status, the court has reviewed the amended complaint and finds it comport with rule 8 of the federal rules of civil procedure ("Rule 8"), specifically that a pleading present --statement of the claim showing the pleader is entitled to relief. Fed. R.Civ. P. 8(a) (2); *Swierkiewicz v. Sorema*, 534 U.S. 506, 512 (2002) to give what the plaintiff's upon in order to [in USD1600 million in total (pay \$0 Tax in this amount) for us, Chan Ah Wah, Lim Cheok Kee, all inclusive in comply Paygo Act of FDIC Act of plain writing] for the case. *Dura Pharma., Inc. v. Broudo*, 544 U.S.336, 346 (2005)(internal quotation marks and citation omitted). In *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544 (2007), the Supreme Court clarified this pleading standard, declaring that: while, for most types of cases, the Federal Rules eliminated the cumbersome requirement that a claimant "set out in detail the facts upon which he bases his claim," Rule 8(a)(2) still requires a "showing," rather than a blanket assertion, of entitlement to relief. Without some factual allegation in the complaint, it is hard to see how a claimant could satisfy the requirement of providing not only "fair notice" of the nature of the claim, but also "grounds" on which the claim rests. 550 U.S. at 556 n.3 (emphasis in original)(internal citation omitted). [see CAC] Here, is the amended complaint give the plaintiff's claim include the grounds on his claim. The amended complaint is five hundred (500) pages and is organized of plaintiff's relation to the named defendant. ("The Court notes that the caption of the amended complaint [TAC, CAC] is the same as the original complaint, and names only "Northern Food I/E. Inc. Does 1-25." however, the amended complaint (at page 15-16) also seeks to include HSBC Holdings Plc...as defendants. The Court notes that these entities are presently involved in an action pending in the United States District Court for the Southern District of New York, in re Foreign Exchange Benchmark Rates Antitrust Litigation, 13-cv-7789 (LGS)("SDNY Matter"), in which plaintiff claims a interest. Thus, it appears that plaintiff seeks press claims in an amended complaint here that are more appropriate in the SDNY Matter given that they appear to have relation to the claims against *Northern Food I/E.Inc Does 1-25*, [17-cv-6002-CM, 17-cv-6003-CM, *Chan Ah Wah v. Northern Food I/E. Inc.* (SDNY, see footnote 3.of pg.4. 'Because Rule 8 (a) indicate that [P]laintiffs at the pleading stage, *Amron v. Morgan Stanley Inv. Advisors Inc.*, 464 F.3d 338, 343 (2d Cir.2006), the court retains the power, "[W]hen a complaint comply with that *Salahuddin v. Cuomo*, 861 F.2d 40,42 (2d Cir. 1988) (internal citation omitted) requirement that be short to accordingly, is pursuant to Rule 8, this is without prejudice, is that repetitive filings waste judicial resources [means to comply with Paygo Act of FDIC Act of plain writing for all claims in FOREX class] and will file the same as set forth in amended consider of [enforced Paygo Act in FDIC Act of plain writing to FOREX settlement fund to all new members in USD20.3 billion upfront and

top up as they entered claims to net check payment immediately and pay us in USD1600 million in total (pay \$0 Tax in this amount) for us, Chan Ah Wah, Lim Cheok Kee Willy, all inclusive from FOREX settlement fund] including an injunction for the reasons set forth above for reconsideration is granted and directed this order to the copy of plaintiff last certifies that plaintiff seek to [to comply with Paygo Act of FDIC Act of plain writing for all claims in FOREX class] and will file the same as set forth in amended consider of [enforced Paygo Act in FDIC Act of plain writing to FOREX settlement fund to all new members in USD20.3 billion upfront and top up as they entered claims to net check payment immediately and pay us in USD1600 million in total (pay \$0 Tax in this amount) for us, Chan Ah Wah, Lim Cheok Kee Willy, all inclusive from FOREX settlement fund enforced] this order is for. see *Coppedge v. United States*, 369 U.S. 438, 444-45 (1962). Any appeal would not be taken in and is therefore denied for the purpose of appeal. So ordered, Joseph F. Bianco, United States District Judge, dated: November 27, 2017, Central Islip, New York. Then you better strike now. Because mandate enforced on April 1 is a massive stipulation of this, need to be here, is showing how the economy is truly in, match that set, in \$13.62 trillion in U.S debt ALREADY..\$1.5 trillion student loan debt..mortgage debt is seen the 2008 crash and get exposed in now Venture Capital showing profit from their growth [retail debt] wait for, just spot today.

Good evening. The subscribe to business rule for accessing cash deposit saving account data just bridge the need to HSBC private bank Standard Terms and Conditions and HSBC Bank USA National Association, a national bank controversy in the post in escrow bank account of national bank-HSBC Bank USA National Association get every business user lured in to give cash deposit and this is more than just bridge HSBC private bank Standard Terms and Conditions agreement that ran operation for HSBC groups on need to transfer cash deposit by HSBC private bank, Singapore branch and swiss branch at wire transfer for last week data for potentially millions of clients' without their consent, using their cash deposit including the games such as United States desk trades traded United States traders of foreign desk of HSBC private bank branches from huge amounts of cash deposit by clients of HSBC private bank in special relationship in wealth management and preferences for their advertising expertise, that ran operations for HSBC groups from cash deposit loaded their book as data for consent to tax return credit and hedging their thousand of developers, including the maker of investment to mitigate risk by traders and traders in the action of FX spot to Futures/Options as brokerage firm rack huge amount of data about clients and developing deep understanding of the action of FX spot to Futures/Options bridge analysis other firms access cash deposit and use client data - broke cash deposit "Trustee" saving account rules in HSBC Bank USA National Association national bank of Federal Reserve Bank regulated in federal and states, that the client information in cash deposit saving account were loose in place like other firms access the data e.g. Standard Chartered private bank strangely has

our information as we were the client in HSBC private bank, and other private bank also called us for business. The data use with policies say the problem was the rules for the network were in place mark in 2007 to build their business in structure product derived from debt, stock, bond, insurance, formed an interoperated lines to each others' feature generated massive profit out of these products hidden elsewhere in opaque companies for profit into tax evasion purposes. HSBC groups Chief executive invited outside brokerage firms to build their business giving access to list and and affinities connects millions of cash deposit clients to download or to sign into through cash deposit traditional banking features to access that cash deposit saving account of the clients of the cash deposit as statement book executed as a mark outside establishment to their off book's data for time schedule easier online, giving ready access to other banks' branches as brokerage firms that connects millions of cash deposit saving account users practically engineer cash deposit client to or sign into website cash deposit book for statement's popular "log-in through your cash deposit saving account, other accounts including trading in securities like stocks, FX, structure investment products, checking account etc. go with cash deposit for wire transfer, electronic fund transfer features go without cash deposit client's protection that have able others to access the profile of the cash deposit client, including amount of cash deposit they have, their address, social security numbers, personal identity of that cash deposit clients, allowing all the other banks' cash deposit client's sensitive information shared in the third-party can use to evaluate their house property's value and persuade house owner to refinance their prime rate to extra cash for expenses lured them into sub-prime mortgages, and other social security numbers ended in the black market for sale to evil-doer that use it for application to credit cards to illegal cash access and a big trouble to the real owner for disputing to the debt incurred circulated to the credit providers' bad debt officially for debt recovery to their books. 'Defendants' collusive actions allowed them to substantially reduce their risk in FX trading and to reap supra-competitive profits at the expense of plaintiffs. Defendants faced less risk in their market making activity recorded in the Defendants' front book. Additionally, Defendant' traders could reap even greater profits for their proprietary (prop) trades made on behalf of their bank and recorded in their individual back books. See CAC & TAC. No. 184. of pg. 69. 'The "loan" document (Margin loan/performance bond) stated "The abovementioned Facility is subject to the bank's overriding right to demand repayment at any time. (for it is written as : Security: Memorandum of Charge in the Bank's Standard form duly executed by you' or your attention is drawn to the Bank's right to demand for additional collateral and security at any time and to determine in its discretion the collateral value of each item of collateral furnished to it, as set out in the Bank's Standard Terms and Conditions. The factors the Bank may take into account in determining the collateral value of an item of collateral include, without limitation, the nature and substance of the relevant item of collateral and, in order to restrict concentration risk with regard to any such item ['Defendants' with consolidated

(84)

assets of \$50 billion or more is subject to the regulatory and supervisory requirements for large bank holding companies and non-bank financial companies that pose risk to the United States' financial stability under Dodd-Frank Act; created a framework for enhanced prudential regulation and supervision of financial institutions that are deemed to be "systemically important" to the U.S. financial system, including U.S. banks holding companies with consolidated assets of \$50 billion or more. It is also because the Federal Reserve Bank in the United States has authority to take certain actions including to preclude merger, restrict financial product offered, restrict, terminate or impose conditions on activities or require the sale or transfer of assets against any systemically important bank holding company with assets greater than \$50 billion that is found to pose a grave threat to financial stability in the United States. In addition to the increased capital, liquidity, stress testing and other enhanced prudential and structural requirements, large international banks like Defendants has to file resolution plans identifying material subsidiaries and core business lines and strategy to resolve institution in case of financial distress, including identifying how insured bank subsidiaries would be adequately protected from risk created by other affiliates.' See TAC No. 22. of pg.8.9., 'Dodd-Frank also requires that single counterparty lending limits applicable to Defendants' National Bank [HSBC Bank USA National Association] in the United States, take into account credit exposure arising from derivative transactions, securities borrowing and lending transactions; and repurchase and reverse repurchase agreements [call option, put option, call and put option, vanilla option/swap options like JP Morgan Chase's leaked tranche reference number in reuse, reinvented vanilla option linked to 1980s U.S. retirement plan and pension fund in our HSBC Private Bank, Malaysia branch recorded in HSBC Commercial Bank, Malaysia]with counterparties. There are also provisions in Dodd-Frank that relate to governance of executive compensation, including disclosures evidencing the relationship between compensation and performance and a requirement that some executive incentive compensation is forfeitable in the event of an accounting restatement. In relation to requirements for bank transactions with affiliates, beginning in July 2012 the current quantitative and qualitative limits on bank credit transactions with affiliates also include credit exposure related to repurchase agreements, derivatives and securities lending/borrowing transactions. This provision may limit the use of intercompany [like six HSBC Defendants, HSBC Bank USA National Associations' HSBC Private Bank branches and branches in identity theft fraud resulted like us, cash from cash deposit saving account abused by HSBC Groups, six HSBC Defendants] transactions between us [HSBC] and our affiliates, which may impact our current funding, hedging and overall internal risk management strategies. [as quoted from HSBC Bank USA: SEC Form 10-K filing for Year 2013] ' *Id.* No.23.of pg.9. 'Title VII of the Dodd-Frank Act imposes a comprehensive regulation of over-the-counter ("OTC") derivatives markets, including credit default, equity, foreign exchanges and interest rate swaps [The secret that the bank focus on this breaking new supplement, the advancement

to raise performance every day by 300% around the world to make money from home in the United States for using the banks to facilitate the transfer of cash deposit into the Beneficiary bank and get shipping on most orders anywhere in the world especially in the companies thus encouraged the movement like "Panama List" and "Paradise List" offshore bank account exposed of money laundering activities from the United States circulated in [Trip called home [United States] to his United States desk in New York office [HSBC Bank USA National Association, National Bank's private bank] Manhattan by United States trader in foreign desk of HSBC bank branch[private banking], asked to participate in the multi-chat room with HSBC broker-dealer and several of his friends, traders from other bank, for a good opportunity to get that spread collusion been wanting, so could earn in a profit without risk for wider benchmark rate to price to customer broadly in both ask [buy] and bid [sell] trade quotation and trade close-up, in currency pair from New York office in HSBC Bank USA National Associations' HSBC Private Bank, New York Branch, swing by trades from their U.S. trader in their[HSBC] foreign desk in HSBC Private Bank, Singapore branch; Swiss branch; Nassau branch; Hong Kong branch; etc as many branches stated on their advertising address in the calendar book for disclosing to their current and future customers as the big, safe, specialty in wealth management 'HSBC Private Bank' brand logo of HSBC group, to top up a bag wrapped with pool of trades from all over their [hsbc bank branches] into a group account with HSBC own trading position and pack like new trade to enjoy the benefits for 'free trading for their member in the national association', called home[United States Interstate Commerce] on the United States and to go into a benchmark rates manipulation called fixes with several other banks a thousand of communications were read and known to Class Plaintiffs, is a good to get that profit stated in the money laundering act of 1965 and 1957, to spread collusion for supra-competitive profit to them[listed banks in FOREX CAC, TAC in a chart No. 149 of page.58,59,60] to a spread collusion for supra-competition profit to them, that the Chans (Chan Ah Wah and Lim Cheok Kee (the "Chan") are parties to this action; by letter the HSBC defendants ("HSBC") explained their determination [in CFTC order Docket 15-07 in Matter of HSBC Bank Plc, Respondent. that the Chans are members of the settlement class; for the Chans filed letters at Docket No. 954, 956,958,959,962,966,968,971 and 973 that CFTC order's argument, information or documentation from Judge Order in FOREX Class, 17-cv-6002-CM ,*Chan Ah Wah v. Northern Food I/E. Inc.*, 2-17-cv-5813-CM (JFB), 17-cv-6003-CM, *Chan Ah Wah v. Northern Food I/E. Inc.* DOES 1-25, *Ah Wah Chan et.v. HSBC Bank USA National Association et.*, 17-cv-6863-LGS, *Chan Ah Wah et.v. HSBC Bank USA National Association et.*, 15-cv-8974-LGS, suggesting that they are class members, that seek the Court to order the settlement class fund to accept the submission from the Chans for release the payment from FOREX settlement escrow account in USD1600 million in total (pay \$0 Tax in this amount)all inclusive as advertising and material omission, gross negligence, privacy policy, copyright sweepstakes note for BOTH ENTITY

CHAN AH WAH AND LIM CHEOK KEE WILLY to usfor breach of contract, tort (including negligence and strict liability), advertising disclosure, material omission, privacy policy, all inclusive of copyright as accepted by the bank to pay us aggregate damages, cost, fees related to their network practice of U.S. desk trader traded to U.S. trader of foreign desk of their bank branches, the social-media via email and without our consent on what we say and HSBC PRIVATE BANK deducted our cash deposit accordingly to their terms and conditions' acceptance as signed for allegedly cheat spreadsheet in spread collusion as per CFTC order in CFTC Margin requirement in position limit and shortfall top up, to liquidation for indebtedness. We are your class members. Implementation of Title VII is the responsibility of the CFTC(for swaps based non-securities underliers or broad-based security indies), the SEC (for swaps based on individual securities and narrow-based security indies) and, to lesser extent, the U.S. banking regulators (for certain rules applicable to banks). The CFTC has adopted many significant provisions, in particular, certain swap dealers, including Defendants have provisionally registered with the CFTC and become members of the National Futures Association, subjecting them to an extensive array of corporate governance requirements, business conduct standards, reporting requirements, mandatory clearing of certain swaps and other regulatory standard effecting their derivatives businesses. In addition to these rules, as a provisionally registered swap dealer that is a national bank like Defendants; will become subject to capital and margin requirement established by OCC.' *Id.* No.24.of.pg.9.10.' In September 2014, The CFTC re-proposed margin rules for non-cleared swaps and security-based participant, would limit categories of eligible collateral for cash, for variation margin, and cash and certain asset types (subject to standardized haircuts) for initial margin. The two re-proposal would follow a phased implementation schedule, with variation margin requirements coming into effect on December 1, 2015, and initial margin requirements phasing in annually for different counterparties from December 1, 2015 until December 1, 2019, depending on the transactional volume of the parties and their affiliates. Defendants' National Bank engaged in equity and credit derivatives businesses that are subject to the SEC's jurisdiction under Title VII of the Dodd-Frank Act. In 2014, the SEC finalized rules regarding the cross-border application of the security-based swap dealer and major security-based swap participant definitions. These definitions share many similarities with parallel guidance finalized by the CFTC in July 2013.'*Id.*No.25.of pg.10. 'It is expected that the SEC will finalize many of its OTC derivatives rules during 2015, including compliance dates for certain provisions of its security-based swap transaction data reporting rules. Because Defendant National Bank's equity and credit derivatives businesses are also subject to the CFTC's jurisdiction under Title VII, material differences between the final SEC rules and existing CFTC rules could materially increase our cost of compliance with Title VII...*Id.* Section 716 of the Dodd-Frank Act included a 'swaps push out' provision that would have effectively limited the range of OTC derivatives activities in which an FDIC-insured bank,

including Defendant's National Bank [HSBC Bank USA National Association] could engage.' *Id.*No.26.of.pg.10.11. 'Section 716 of the Dodd-Frank Act included "swap push out" provision that would have effectively limited the range of OTC derivatives activities in [United States] which an Federal Deposit Insurance Corporation ("FDIC") including Defendants' national bank could engage. In December 2014, the Federal Reserve Bank ("FRB") further extended by in place the conformance period to July 21, 2016 for investments in and relationships with covered funds and foreign funds [Cash delivered with its Custodian Bank, Depository, Brokerage Firms known as intermediaries effectively ignited by rack huge data that ran operations for HSBC Groups from, about clients and developing deep understanding of teh action of FX spot to Futures/Options bridge analysis that other firms access cash deposit and use client data- broke cash deposit "Trustee" saving account rules in HSBC Bank USA National Association National Bank of Federal Reserve Bank regulated in federal and states, that the client information in cash deposit saving account were loose in place like other firms access the data e.g. Standard Chartered private bank strangely has our information as we were the client in HSBC private bank, and other private bank also called us for business. The data use with policies say the problem was the rules for the network were in place mark in 2007 to build their business in structure product derived from debt, stock, bond, insurance, formed an interoperated lines to each others' feature generated massive profit out of these products hidden elsewhere in opaque companies for profit into tax evasion purposes. HSBC groups Chief executive invited outside brokerage firms to build their business giving access to list and affinities connects millions of cash deposit clients to download or to sign into through cash deposit traditional banking features to access that cash deposit saving account of the clients of the cash deposit as statement book executed as a mark outside establishment to their off book's data for time schedule easier online, giving ready access to other banks' branches as brokerage firms that connects millions of cash deposit saving account users practically engineer cash deposit client to or sign into website cash deposit book for statement's popular "log-in through your cash deposit saving account, other accounts including trading in securities like stocks, FX, structure investment products, checking account etc. go with cash deposit for wire transfer, electronic fund transfer operate or maintain office ' "All payments are exchanged through the aforementioned nostro accounts. These accounts are denominated in the currency of the country where they were located. When a FX Dealer enter into contract to buy dollars and sell yen, for example, it will credit its yen nostro account and debit its dollar nostra account in U.S. The counterparty credits its dollar nostro account and debits its yen nostro account in Japan. Both FX Dealers initiate a money transfer to pay their respective counterparties, which is done by a funs movement between the two FX Dealers using the local payment system." (See *Foreign Currency Committee, "Settlement and Settlement Netting,"* May 29, 2013 at Pg. 29)' *Id.* see Footnote 11.of pg. 8. features go without cash deposit client's protection that have able others to access

the profile of the cash deposit client, including amount of cash deposit they have, their address, social security numbers, personal identity of that cash deposit clients, allowing all the other banks' cash deposit client's sensitive information shared in the third-party can use to evaluate their house property's value and persuade house owner to refinance their prime rate to extra cash for expenses lured them into sub-prime mortgages, and other social security numbers ended in the black market for sale to evil-doer that use it for application to credit cards to illegal cash access and a big trouble to the real owner for disputing to the debt incurred circulated to the credit providers' bad debt officially for debt recovery to their books.] that were in place prior to December 31, 2013 ("legacy covered funds"). The FRB also indicated that it intend to act next year to grant an additional one-year extension, until July 21, 2017, for the same legacy covered fund investment and relationship.*Id.No.27.of pg.11.*'The final Volcker Rule restricts proprietary trading as principal within a "trading account" in financial instruments", each as defined in the final Volcker Rule, subject to various exemptions. Certain exemptions apply to the types of financial instruments that are covered by the final Volcker Rule. Generally, securities, derivatives, futures and options on all such instruments are covered, while loans, currencies and commodities are not covered. In addition, there are exemptions for activities, among others [Long/Short ETF togetherly Long/Flat ETF], that constitute market making, underwriting, hedging, and trading of U.S. government, agency or municipal securities and certain foreign sovereign debt securities, Each of these exemptions, however, is generally subject to its own set of compliance requirements and conditions. *"The Federal Reserve, under intense pressure from members of Congress (on both sides of the aisle), said in s short statement Monday that it was extending the deadline for banks to comply with keys aspects of the so-called "Volcker Rule," the new government regulation that aims to curb excess risk-taking by financial institutions. This delay will allow banks to continue supporting what has become a frothy corporate debt market, increasing the risk of another 2008-like cataclysmic financial event."* *Id.No.28.of pg.11.12.* 'Several activities engaged by Defendants will be subject to restrictions designed to ensure compliance with the final Volcker Rule also restricts acquiring or retaining an ownership interest in, or sponsoring or having certain relationships with, "covered funds." Covered funds generally include entities that would be an investment company under the Investment Company Act of 1940 (the "1940 Act"), but for the exemptions provided in Section 3(c)(1) or Section 3(c)(7) of the 1940 Act, as well as certain commodity pool. The final Volcker Rule includes exemption, among others, for certain limited investments in conjunction with asset management activities for customers, for loan securitizations, for asset-backed commercial paper conduits, and for underwriting and market making in covered funds. As with the proprietary trading restriction, the exemptions are generally subject to a variety of compliance requirements and conditions. Any limited, yet permissible, investments in covered funds are required to be deducted from the Tier 1 capital of banking entities.'

see TAC No. 29.of pg.12. its value relative to the collateral value of all the collateral held by the bank). See TAC No.65.of pg.25.

Chief Judge McMahon recommends and find aide that is meant to foster in your FOREX Class to employment FX spot to Futures/Options in rates is from WM/Reuters rates you know, for all inclusive sub-classes in second, third, fourth etc. using such rates throughout the FX spot to FOREX Class to booked trades. This is a corrected program immersion of classes starting from FOREX class for the court appointed you to lead as LEAD Class counsel as this program housed for all users within FOREX class both meetings take place in all purposes printed in WM/Reuter rates. It is mandatory that an order to this program enrollment capped interest spot to compensate with pay-as-you-go Paygo Act enforced in FDIC Act of plain writing to claims entered and go with check payment immediately endorsed by Chief Judge McMahon indicated to let you know and aid her in these employment she put the employment in FOREX class site, see ECF 993, by Judge C.McMahon, 17-cv-6003-CM, ECF 994, by Judge Schofield, at Bank of America posting, 17-cv-6002-CM, ECF 995, by Judge Schofield, 17-cv-6002-CM, ECF 998, by Judge Schofield, 17-cv-6002-CM. You have to aid her in these classes for we are not professional like you and your groups of experts in negotiation. Right job posted in Garden City Group portal claim site in last 24 hours, details really made well insider: instruction for payment details, automatically checkout register for check issuance for members seen moves for the market, another class that blows these out of alternative message on cases returned you in 18% of attorney fees you made in the same like me in financial plan, the part just released in the posting by us in USD1600 million in total (pay \$0 Tax in this amount) all inclusive to us, Chan Ah Wah, Lim Cheok Kee and in fact, you eventually made more than me, reached in the end. We deserve your responsibility to protect the data in factual basis on making our trades including that of CFTC Margin requirement says, Stay in discovery and turn meet and confer into settlement agreement reached for it, let solve this. We deserve you. We believe you are looking at USD2000 million to USD5000 million in such extremely tailored FX spot to Futures/Options action in all inclusive securities trading. As the underwriter and market maker misrepresent themselves to data in perpetuity by laws, such information is valuable to third-party for tailoring messages in Standard Terms and Conditions raising pitches long misrepresent cash deposit allowed to be stored on brokerage firms, custodian, etc. in misuse of data by third parties tied its relationships with underwriter and market maker on the online network with permitted and understood those permissions - is in the revelations that downloaded authorized analysis to collect data to, up data from millions estimate without their permission through the brokerage firms, custodian banks, etc.of the HSBC groups of the Banks' Standard Terms and Conditions of cash deposit saving account permitted - and those permission is a new light in wake of 2008 year economic crisis, in that, banks loaded authorized brokerage firms, custodian banks etc working to secure their bridge to their

eligible data of their house at appraised value bridge to up the house value up from more from house analysts estimate through the brokerage firms, custodian banks in relationship with the initial bank group. It's officially made so should you commit to up the best find in bank stores with customer service to apply at participating U.S. trader desk traded U.S. trader of foreign desk of Defendants HSBC bank branches combined applied to previous trade transaction is similar to house loan/debt resecured into collateralized debt obligation ("CDO") reuse reinvented vanilla options/swap options for massive profit as the house owners reuse their house valued at contract price at the time and reuse their contract to another new contract made at higher price on the same house over and over again at market rates for the mortgage contract according to Bank's Standard Terms and Conditions agreement we had with HSBC groups, are subject to change at any time, to market availability connect to Bank's Standard Terms and Conditions Agreement. All offers by the banks with related brokerage firms, custodian banks, etc. are available in all areas rates listed in WM/reuters spot closing rates, are in United States dollar and subject to change without notice by indebtedness incurred and deducted directly from our cash deposit saving account is similar to house value in shortfall in collateral with contract price and indebtedness incurred so deducted directly from cash value from the house in collateral in weak market times made by mastermind to totally collapsed the economy without notice to the house owners ended house as their lifetime cash deposited into this house ended in force selling in margin calls as per CFTC margin requirement in revolving credit facility given in the contract like our credit facility in revolving credit lines powering the subprime contracts collapsed in the United States in year 2008 in house being foreclosed for sale resulted from margin calls for more top up cash to the house value shortfall incurred. On cash deposit saving account said audit determine data it took inappropriately that did response to, over it "fully complies with cash deposit saving account in FDIC Act of plain writing enforced Paygo Act on FOREX court site posting in action *in rem* to forfeit assets involved in tax evasion and traceable to a company, HSBC Bank USA National Association a custodian bank of HSBC private banking branches located in New York, Manhattan, HSBC Securities (USA) Inc and abroad, United States has a very smart system connecting all foreign exchange trades between United States' desk and United States' defendant bank's foreign desk, U.S. traders to U.S. traders in different group chat room and connected to the line to chat about trading prices, spread, final sale and customers' information into working their respective own organization accounts .**PURSUANT** to Article III 2 U.S.C., 18 U.S.C. Section 981 (a)(1)(C), on the ground that it was derived from violations of United States law, pursuant to 18 U.S.C. Section 981(a)(1)(A) on the ground that it is property involved in one or more money laundering offenses in violation of 18 U.S.C. Section 1956 and/or 1957 said it determine it took inappropriately, respond to request over the weekend, said it fully complies with Court site posting and call for protection in FOREX settlement fund deserves take from there a agency state in USD1600 million (pay \$0 Tax in this amount) for coverage

to on the ground that it is property involved in one or more money laundering offenses in violation of 18 U.S.C. Section 1956 and/or 1957 for me, CHAN AH WAH, LIM CHEOK KEE for cash deposit testify more as law demanded that obtained sharp tenor of the appearance of which raised potentially hearings about manipulation of connected to officials more as CFTC law demanded that explain United States trader desk traded United States trader of foreign desk of HSBC Bank branch obtained its data of which sought by the odds of contentious hearings in defended itself about CFTC order in undertakings HSBC agrees to. The event now rack at your FOREX class, career - job alert improvement at employment in set up to, you missed out 7 times job alert to all relevant. Switch to right job. Support employment with step-by-step guide to big mover for the mark up of call them to alternative currency payment for these classes settlement in top made off by my USD1600 million payment in the same day, in the best have your salary in a day too. And, the exciting par, just showing exactly to play the fact in CFTC order, step-by-step making currency in meet and confer to turn a stake into \$2 trillion go to. See for yourself. When will you do it? Pledged its policies to remain sufficient and take action to protect for top up amount in meet and confer in a joint letter to the Chief Judge McMahon of Southern District Court of New York to enforce to information on ECF 993, 17-cv-6003-CM in your FOREX site now, spoke to hold share settlement on their lowest amount in several weeks through FDIC Act of plain writing enforced pay-as-you-go Paygo Act that offered and billed itself on cash used by settlement fund that allowed million reported cash deposit statement online share closed obtained cash deposit client data through online banking system offered predictions, billed used by all banks said people loaded that allowed the collection of data on 50 million brokerage firms, custodian banks, etc., United States traders desk in New York branch in the SEC Form 10-K reported interoperated innovation on notional amount on FX trading and derivatives as seen in HSBC [six HSBC Defendants]. Explore on better cover of the sub-classes at you book early. There is much to immerse in this employment in North America, HSBC Bank USA National Association in our sub-classes. You NEED to! This list of related products landed today deals. So hurry. We need you to do in on behalf of us to aid the Court! March in is to reflect progress made in this, show support for the Court and members where that begins in. While incredible advance that resulting in overall is much to be. You know that.

Here is that, vision is all members, around the most innovation minds work tirelessly to cure, the center has, throughout this powered discoveries a new development of, new way of classifying, and trial on behalf of members, is investing in a broad spectrum of trading and sustaining factual basis in CONSPIRACY [mass participation] says last, committed million dedicated to, this make a breakthrough possible. Thank you. EXPERIENCE CURE ALL. The movement define conspiracy, cash deposit saving account client made for easy, collect said the location enhance which exists for brokerage firms, custodian banks, etc. collect third-parties data said an example in Sean of Standard Chartered private bank, Hong Kong branch, Singapore branch

before he was in Nomura to Merrill Lynch to American Express Bank bought over by Standard Chartered private bank exist, cash deposit saving account in HSBC Bank USA National Association did not conduct an audit in accounting fraud were first discovered, according to our cash deposit saving account. Instead, it asked The Hong Kong and Shanghai Banking Corporation, Singapore branch, an affiliate company to promise delete the ill-gotton information conduct in, according to cash deposit saving account in it asked London branch, Swiss branch and The Hong Kong and Shanghai Banking Corporation, Singapore branch to the information to build, grow and figure monetization said in a former chief manager, Andy Yong of HSBC private bank, intended to be Malaysia branch, who oversaw JP Morgan Chases' reuse reinvented vanilla option/swap option leaked in tranche reference numbers to 1980s American retirement fund and pension fund, did that practice. The CFTC had reviewed and the cash deposit saving account data at the time that says that cash deposit client agreed to Bank's Standard Terms and Conditions agreement loaded, used the securities in account agree to a permission that receiving the following in public to third-parties, in individual profile, date of birth, ethic group, address, photos and personal description of saving account amount, and other family members information at the time. Banks' Standard Terms and Conditions said the HSBC Bank USA National Association, as a custodian bank downloaded, on feature had to agree to a permission screen said, 'deposit the underlying Trading Assets (or any part thereof [our cash deposit]) with the Bank's [us] " nominees, agents, brokers, Custodians [HSBC Bank USA National banking] or the relevant Exchanges or clearing houses (the "intermediaries"), and/or to create (whether in the name of the Bank [us] or on behalf of the Customer [HSBC]) or to cause to be created security interests (whether by way of mortgage, charge or otherwise) over such underlying Trading Assets (or any part thereof [our cash deposit]) in favor of the Intermediaries on such terms and conditions as the Bank [us] may think fit.' See TAC No. 68.of.pg.26. HSBC Bank USA National Association gave us the bank escrow account number, as posted on FOREX court site that allowing swiss branch to take so much cash deposit from us constitute a violation of NYSE consent order in Long/Short ETF together with Long/Flat ETF with SEC and CFTC margin requirement officially allowing the swiss branch to The Hong Kong and Shanghai Banking Corporation Limited could consent with under that agreement. Cash deposit saving account is required to get explicit permission from cash deposit client about shared setting that have established is similar to Northern Food I/E. Inc. and the Labor Department have a shared program and Chan Ah Wah is not informed at all, not even with unemployment benefit application submission online to denial of application for the consent, are violation add up billion of dollars, the estimated 50 million cash deposit client whose data taken by London branch of HSBC private bank into account to under that Bank's Standard Terms and Conditions agreement, is required to get from the privacy setting established the fines for breaking the consent per violation could up to billion dollars the cash deposit data was by HSBC groups taken account, the comment on the Banks' Standard Terms and Conditions agreement has violating

the consent on privacy setting in cash deposit posted on Court site last Saturday, the privacy setting had in place and protections are fundamental to make the consent decree, reject any suggestion of violation of the consent decree said in a statement by us posted to the Court site for we did not consent to the shared program in HSBC group account and we did not receive the hold notice from HSBC Bank USA National Association, a custodian bank for our cash deposit in their HSBC groups [six HSBC Defendants] organizations and we respected privacy setting had in place and our privacy and data protection to every transaction we made of that because the practices of CFTC margin requirement went beyond London branch, "in its a serious language of margin calls to top up shortfall and directly deducted our cash deposit from our saving account to pay the indebtedness, of the consent differentiate between others in United States desk trader traded with United State traders of foreign desk of HSBC Bank branches and other city trading stop elsewhere urged CFTC to investigate the accounting fraud and sanction apparent breach of its agreement guaranteeing protection of discovery stay on info and promise to reach settlement on meet and confer the CFTC order to, immediately. Once appeared to know that collection of indebtedness from us ran to the expectation of Banks' Standard Terms and Conditions agreement in announcing new April 1, 2009 amendment restriction to its policies, wrote "17.6 Negative Pledge. The customer [HSBC] undertakes not to charge, pledge, assign or otherwise encumber or grant or suffer to arise any third party rights over or against any deposits or assets held in the Customer [HSBC] account unless the Bank [us]'s prior written consent. To the extent that the security created or intended to be created by this clause 17 may be a floating charge." That admission indicate that given adequate understanding of our cash deposit and cash deposit of brokerage firms, etc were used by third parties to acknowledge that cash deposit by HSBC private bank, swiss branch ran to expectation of cash deposit user, HSBC Bank USA National bank of United States Desk trader traded United States trader of foreign desk of HSBC bank branch in a release to its Banks' Standard Terms and Conditions wrote, "Item 11.6. "Right to hold. In respect of the purchase of any Trading Assets or any instruction or agreement with the Bank [us], the Customer [HSBC] shall maintain with the Bank [us] at all times sufficient property and/or cash to enable the Bank [us] to settle any outstanding transactions or liability. The Bank [us] has the right but is not obliged to in its discretion retain sufficient property and/or cash in any Customer[six HSBC Defendants]account to settle any such outstanding transactions or liability. Where the Bank [us] exercises this right, the Customer [HSBC] will not be entitled to withdraw or deal with any part of such property or cash or any part thereof (or use any available credit facility in this amount) [to pay us, CHAN AH WAH, LIM CHEOK KEE in USD1600 million in total (pay \$0 Tax in this amount) for all inclusive and in USD20.3 billion upfront to new members and top up the amount as they entered claims to net payment immediately with check payment to comply FDIC Act of plain writing enforced Paygo Act.] If there is insufficient property and/or cash to enable the Bank [us] to settle any such outstanding transaction or liability, the Bank

[us] is entitled but is not obliged to in its discretion settle and/or decline to settle any outstanding transaction and/or to cancel unexecuted transactions." that shares with an admission in CFTC order that in meet and confer been given understanding of their cash deposit [six HSBC Defendants] in FOREX settlement fund used by third-parties into this endless splitting has said in posting with FOREX court site of money laundering act of 1956 and 1957 brought before the one could have known that were disclosing on entirely illogical accounting frauds in cheating cash deposit their endless split have said the director of the center, non taxable profit HSBC groups brought cases before the one know that, make on their behalf [us] entirely ill consent and law ban who accounting fraud in cheating the banking network has cracked, blocked two partners has cash deposit and retaining cash deposit and failing partner practices, HSBC Bank USA National Bank has ability to warn or audit HSBC Private Bank, Swiss branch of U.S. trader desk traded U.S trader of foreign desk of HSBC private bank branch who cheated their policies. The social network in multi-chat room has cracked down: HSBC Private Bank's Standard Terms and Conditions Agreement blocked two advertising has agent violating on retaining customer cash deposit and notify partner companies about cash deposit collection practices and corporate fraud. Though it feel like is officially here of the migration in the past for the year 2008 economic crisis, switch and save now. Enough to reach goal of more debt in the downward of the market in 2008 economic crisis caused the explosive amount of debt in retail stores, owed debt structured into bond for sale in debt recovery to make, to ensure future survival for the retail store, is that many of these long-standing chains of retail stores are overloaded with debt resulted from 2008 economic crisis from these debt from insurance premium frame, flies to huge profit they made out of revolving credit facility to these retail stores as risky debt "One in particular, ...collateralized loan obligation, or CLOs...is a type of debt security made up of several high-risk commercial loans, which have been bundled together and sliced into tiny, bite-size pieces for sale to investors. Some of the pieces carry more of the loans' investment risk than others. Investors who choose to buy a higher risk (lower rated) piece enjoy a larger return on their investment than those who choose to buy a lower risk (higher rated) piece. But if some of loans start to default, the lower rated pieces absorb the brunt of the losses while the higher rated pieces enjoy a consistent return." "The bankers were acting in their self-interest, after all." *Id.* No.91. of pg.33. "Securitization (in CDO) helped many banks to free up their balance sheets, allowing them to pool and tranche a bundle of loans and either sell the tranches to outside investors or put them in off-balance sheet vehicles. By removing loans from their books, [and put in our cash deposit saving account monthly statement as "loan" or debt for these purposes] underwriters of CDOs could decrease the capital charges imposed by the Basel Accords (the FRB) and their own internal risk requirement (like capital increased, liquidity, stress testing and other enhanced prudential and structural requirement imposed in the United States for "systematically important" bank holding company like Defendants with assets greater than \$50 billion, that is found to pose a

grave threat to financial stability; also Title VII of Dobb-Frank Act imposes a comprehensive regulation of over-the-counter ("OTC") derivatives market, including credit default, equity, foreign exchanges and interest rate swaps and thereby free up cash to make new loans. *Id.* No. 92. of pg.33.34.' In response to the explosion in CDO issuance, the increased demand for subprime mezzanine bonds began to outpace their supply. This surge in demand for subprime mezzanine bonds helped to push spread down-so much that the bond insurers and real estate [including retail stores] investors that had traditionally held this risk were priced out of the market. The CDO managers that now purchased these mortgage bonds were often less stringent in their risk analysis than the previous investors, and willingly purchased bonds backed by ever more exotic mortgage loans.[Underwriter mix in retail stores loan in the base of the Collateralized debt obligations ("CDO")] ' *Id.* No. 96. of pg.36.'CDOs involved the pooling and re-allocation of risk. In pooling imperfectly assets is possible to use diversification to decrease risk. Furthermore, tranching the cash flows made it possible to create securities with different risk profiles appropriate to specific investors' *Id.* No.93.of pg.34.35. burst into distressed borrowers, margin called them for debt payment as to these borrowing, that leave many chains struggling to refinance, owners of many Wall Street banks enrolled in the futures exchange connect along route with resource they need to become top profit of debt recovery. During the height of the financial crisis in 2008, store workers were distressed when 1.2 million jobs disappeared, or one in seven of all the position lost from 2008 to 2009, according to the Department of Labor. Since the crisis, employment has been increasing, including in the retail industry, but that correlation ended as jobs at stores sank by 101,000 this year. With rapid acceleration in retail store closing as bankruptcies surge and many of the nation's largest retailer have decided that they have too much space because the result of investor willing to invest in their retail debt obligations and in 2008, during the depths of the financial crisis, Apparel retail chains have by far taken the biggest hit, with 2,500 locations closing and department stores were hammered too with downsizing and in all about 550 department stores closed. States like Ohio, West Virginia, Michigan and Illinois have been among the hardest hit with retail employment declining over the past decade and likely to spread many states, such as Nevada, Florida and Arkansas, have overly relied on retail for job growth. One response to the loss of store-based retail jobs is to note that the industry is adding positions at distribution centers to bolster its online operations. Many displaced retail workers don't live near a shipping facility. The hiring in retail store employees are 60 percent women. Even the stable department stores are 24 billions in debt. Other brokerage firm and store plans funding from investor like us, the sooner project are funded the sooner they will come home to need, we'll beat UNITED, is simple, provide recommendation in direct integration and built a base every American used, bridge, to access as information that chart the closeness of relationship between people and make estimate to influence other in their debt recovery network into huge profit for them and ingested the entire U.S. in basically scrape your file in

social security number into credit card debt, auto loan, student loan in fallen economy formed debt, government agencies debt fallout to closeup function and operation, as you could name them yourself, basically anything that was available to scrape, scraped it all. Please immediately response to our request to aid the court for these classes for above, we want you to come and help us, we are not professional to deal with professional grade of attorneys, we do not understand their speedy English and their mind directed their communication, we simply do not understand them. This is distress to the court and come help the court to aid the meet and confer to reach settlement amount, all in as the Court appointed you as LEAD Class counsel to lead us now. Please do it. REPLY to Chief Judge McMahon now.

The Court appointed you as Lead Class Counsel for the FOREX Class Action, now the original comes with more class action (second, third etc.) one of the different but they are the same as compared to your class action, with use online, in-branches, stores are registered mark of national bank - HSBC Bank USA National Association as "Trustee" used under license of Federal Reserve Bank's system in the United States, by traders and traders/broker-dealer in live dealing in rates, rates they quoted for the trades completed, reach on phone but discovered that instructed the United States trader in the ground of United States of foreign desk of HSBC bank branch we participated use his own phone to voice to pass an urgent message for trade transaction to U.S. desk traders/broker-dealer on the phone for the trades performed confirmation as soon as sighted in, out and a strong action in trades performed was to ask, repeated the trade by call him name, "Chan Ah Wah -trade buy/sell at rates, done" rushed this between the dealings in trade, was figure happened for called in multi-chat room in different banks said to when Chan Ah Wah called, said the phone number call-forward at the moment again, later in trouble if revealed to let industry know that this reach U.S. dealer on phone, it would discovered that U.S. dealer is in trouble, that was a dead sentence he instructed his traders to use his own phone to pass across message of trades to U.S. dealer called back to U.S. traders of foreign desk of defendants' bank branch to confirm trades performed and informed that on phone the times he tried reaching on the trades waited impatiently for return from work system in U.S. as soon as in the way trades ran out while U.S. traders to repeated to him and call him in names "Chan Ah Wah" as code to his HSBC group account for consolidated participation in with HSBC groups of six HSBC defendants the cause this finally between each of them was able U.S. desk called U.S. traders of foreign desk of HSBC private bank of HSBC Bank USA National Association, a national banking in HSBC groups said when he called the client like Chan Ah Wah the number of 5,400 pieces transaction are call, reachable at the United States desks' traders/broker-dealer again and again, tell you the most important words in connection to FOREX, as long as have those rates, are right they - U.S. traders to trade tell most in connection of trading you have been joined as I have those rates are right, dear! From the author of the WM/Reuters with a new makes as per CFTC

order read this to get fact analysis, checking error filled about every said was fake or a hunt to insist the HSBC Bank USA National bank of HSBC groups are responsible relating to HSBC private bank, Singapore branch interference in, they made number of inaccurate or misleading statement about the HSBC private bank interference "Trustee" cash deposit as service in custody of these cash deposit to claims in series of accounting fraud and corporate fraud, fees associated made a number of tax return credit fraud in statements about the investigation of CFTC in as margin requirement here - guide to his concluded was between HSBC private bank of HSBC Bank USA National Bank and the HSBC groups of six HSBC defendants are now out, tremendous lying at highest levels of the Federal & State that made such conclusion CFTC ordered offered preliminary summary of 20 pages report which they [CFTC] found 'evidence of collusion, coordination, or conspiracy' between the HSBC groups and other co-conspirator, see five things you should know,

No. 1. Remediation. As set forth above in Section VI, paragraph F, Respondent [HSBC] represents that it has already undertaken and continues to undertake extension remedial measures to implement and strengthen its internal controls and procedures relating to its participation in the fixing of FX benchmark rates and related supervision of its FX traders. With respect to its remediation efforts to the extent not already undertaken, Respondent [HSBC] undertakes that: Part a, b, c, within 120 days of the entry of this Order, the Respondent [HSBC] shall make report to the Commission, through the Division, concerning its remediation efforts, prior to and since the entry of this Order. Within 365 days of entry of this Order, Respondent [HSBC] shall submit a report to the Commission, through the Division, explaining how it has complied with the undertakings set forth herein. The report shall contain a certification from a representative of the Respondent's Executive Management, after consultation with the Respondent [HSBC]'s chief compliance officer(s), that Respondent [HSBC] has complied with the undertakings set-forth above, and that it has established policies, procedures, and controls to satisfy the undertakings set-forth in the Order.

'No. 2. Cooperation with the Commission. In this Action, and in any investigation or other action instituted by the Commission, related to the subject matter of this action, Respondent [HSBC] shall cooperate fully and expeditiously with the Commission, including the Division, As part of such cooperation, Respondent [HSBC] agrees to the following for a period of three (3) years from the date of the entry of this Order, or until all related investigation and litigations in which the Commission, including the Division, is a party, are concluded, including through the appellate review process, whichever period is longer: part1 to 6. Respondent [HSBC] also agrees that it will not undertake any act that would limit its ability to cooperate fully with the Commission. HSBC will designate an agent located in the United States to receive all requests for information pursuant to these Undertakings, and shall provide notice regarding the identity of

such Agent to the Division upon entry of this Order. Should HSBC seek to change the designated agent to receive such requests, notice of such intention shall be given to the Division fourteen (14) days before it occurs. Any person designated to receive such request shall be located in the United States of America.

No. 3 Prohibited or Conflicting Undertakings. Should the Undertakings herein be prohibited by, or be contrary to the provisions of any obligations imposed on Respondent [HSBC] by any presently existing, or hereinafter enacted or promulgated laws, regulations, regulatory mandates, or the rules or definitions issued by a Benchmark Publisher, then Respondent [HSBC] shall promptly transmit notice to the Commission (through the Division) of such prohibition or conflict, and shall meet and confer in good faith with the Commission (through the Division) to reach an agreement regarding possible modifications to the Undertakings herein sufficient to resolve such inconsistent obligations. Nothing in these Undertakings shall limit, restrict or narrow any obligations pursuant to the Act or the Commission's Regulations promulgated thereunder, including, but not limited to, Regulation 1.31 and 1.35, 17 C.F.R. sections 1.31 and section 1.35 (2014), in effect now or in the future.

No. 5. Pursuant to Rule 506 (d)(1)(iii) (B), 17 C.F.R. Section 230.506 (d)(1)(iii)(B), of the Securities & Exchange Commission's Regulation D, this Order constitutes a Commission final order based on a violation of law and regulation that prohibits manipulative conduct. Nevertheless, under the specific and unique facts and circumstances presented here, pursuant to Rule 506(d)(2)(iii), disqualification under Rule 506(d)(1) of the Regulation D exemption should not arise as a consequence of this Order [CFTC].

No. 6 partial satisfaction. Respondent [HSBC] understands and agrees that any acceptance by the Commission of partial payment of Respondent [HSBC]'s CMP Obligation shall not be deemed a waiver of its obligation to make further payments pursuant to this Order, or a waiver of the Commission's right to seek to compel payment of any remaining balance.

The Commission said that the investigation's key witness had interviewed, has start in contrast to online, sweeping on the FBI, the Justice Department and the States, refer to former HSBC Chief for alleging authorizing disclosure about the investigations of the treasury bills and debts. The resource for all in reacts where manipulate with rates get new one in a play open like this in the FOREX Class honors factual basis of the CFTC order into a discovery stay 6 HSBC defendants shore on trades cruises, land in job right posted in FOREX class actions' handle, of rate rack out in the market for a reason customer choose through firms are: circle the rates and payments clearly on track to financial sum of cash directly into your account, can pay off that day for ensure that reach account receiving this as

associated with an account registered at Federal Reserve Bank in accordance with its terms of use, all loans are issued by bank, member of FDIC, borrower must be a U.S. citizen, permanent resident or be in the United States on a valid long term visa and at least 18 years old with valid bank account and social security number required, subject to credit approval depend upon credit score in credit history. Secure that could board meeting include presentation, see No. 3 of CFTC order above, "meet and confer" will draft budget place in community member to attend, Long/Short ETF togetherly Lon/Flat ETF connections in all who enter as they leave as members about service available through Department of Labor: Class action, one of the different but they are the same, including: FDIC Act enforced PayGo Act support delivery (brokers [six HSBC Defendants], job developer [Equifax], and direct support staff [Northern Food I/E. Inc to Labor Department]). Global greatest coming to house (ahead of an expected \$2 trillion) to the U.S. this week, meeting with HSBC to advance to center "meet and confer" of CFTC agenda in value discovered off this goes fast to the difference between the Chans and your boiled down to, chained to FOREX Class, another arm in class actions can see exactly the best successful on make their money [in action *in rem* to forfeit assets involved in tax evasion and traceable to a company, HSBC Bank USA National Association a custodian bank of HSBC private banking branches located in New York, Manhattan, HSBC Securities (USA) Inc and abroad, United States has a very smart system connecting all foreign exchange trades between United States' desk and United States' defendant bank's foreign desk, U.S. traders to U.S. traders in different group chat room and connected to the line to chat about trading prices, spread, final sale and customers' information into working their respective own organization accounts. **PURSUANT** to Article III 2 U.S.C., 18 U.S.C. Section 981 (a)(1)(C), on the ground that it was derived from violations of United States law, pursuant to 18 U.S.C. Section 981(a)(1)(A) on the ground that it is property involved in one or more money laundering offenses in violation of 18 U.S.C. Section 1956 and/or 1957, where the money is heading now. Urgent: "patriot act" checks to million American entitled up to \$7,980 with mailing April 4, hurry! Check here to claim check, start your "secondary salary" for being appointed to aid the Court in these class actions now. A way to income add \$2,000 million to \$5,000 million or more through, in your bank account, plain and an exclusive briefing do it for themselves, to report in of own join total by join CFTC undertaking. A memo concerning a conversation with HSBC in that disclosed the reference to JP morgan chase obscure to contact in 1980s product between a former chief that connections between HSBC Bank USA National Association of Six HSBC Defendants and HSBC private bank, Swiss branch is besides themselves that caught called hundreds of thousands of dollars given under many lies leaks all and much more of activities emerged during the conspiracy, HSBC gotton the details incorrect timeline shows connection is thin, claims that HSBC brought in almost every conversation. On 2015, Judge Oetkan announced for the action of then, a copy of CFTC order in matter of HSBC in Docket 15-07 attached to him, gave the

Chans the action that was the 15-cv-8974-LGS for we were talking three course of now, Another one tomorrow! You as a court appointed Lead Class Counsel either in time to get your vehicle at the forecast or just like you freshly ride once FUSTRATING...we know that, our unlimited plan works. You worry about the order to drive a clean car, you have to spend unwanted time online (opting service only) like you don't like a filthy kids to impress clients or significant deal will maintain value and in back have multiple created plan in your hold EVERYDAY for price RIGHT now. A great deal-unlimited membership (in USD20.3 billion upfront now), you can add up amount and up to 50% top up for each advance acquisition, ask for same amount thereafter for an unlimited class actions can add up to 5 sub-classes in your hold and a ton of money (in USD20.3 billion upfront, top up amount as to secure payment immediate to one come one paid one go (pay-as-you-go paygo Act) EVERYDAY start earning money this, we want you in. That is created this offer, the response to this, has been extended the sign-up period, we want our customers to out, head to five hand today with instant prepaid check commit to unlimited plan, our current prepaid, you will be so glad you did. see you with the right Stay, secure matter help find that protection you need including detection, tracking, pay-as-you-go paygo act enforced. Meanwhile, in New York branch of HSBC Private Bank of HSBC Bank USA National Association, national bank first reported on notional amount setup at the time was running on SEC Form 10-k of HSBC in the server office provided resources and personnel to online trades quotation take the position in FX trading and derivatives overseeing the online call in U.S. traders of foreign desk of HSBC bank branches in any case, it's hard to see that the U.S. dealer of U.S. desk ws supporting in a race going to promoted later, extend a helping hand in wake of a disaster. Permission to join the paperless subscription to their bank statement on the first day of bank account opening has given them the permission based email marketing company as to HSBC private bank Standard Terms and Conditions agreement upon opening cash deposit saving account with them, gave permission to six HSBC Defendants to the list of securities in interpretation to involve on behalf with permission to their group account trading with us, start our trouble in, gave all information make an informed choice fro their wealth management help that in donation to HSBC groups made by U.S. based companies controlled by HSBC groups [six HSBC Defendants] beside that United States traders was caught in called out and fired, by another friend also under investigation, many many leaks, knew it all and more! The probe should never been started in that 2008 year economic crisis that there was no collusion and there was no crime based on fraudulent activities on reuse and reuse tranches of "toxic waste" in collateralized debt obligation ("CDO") from JP Morgan Chase's paid by crooked to credit default swap ("CDS") improperly used of hunt-treasury bill debt, so many things incorrect that's hard to know where to begin because HSBC went on suggested that it was of the Swiss branch probe. That little choice made by attorney, has yield concrete evidence of swiss branch interference including the swiss individuals and entities.

Remaining data details rack the event starting clearance rack on easily applied all. TIME IS RUNNING OUT ! Intensive & advance this special only. STAY YOUR GAME. Sunday March 25, -advanced this class for member. Please note -pre-requisite: at completion of our FX spot to Futures/Options classes or completion of our 5 radical classes at Garden City Group FOREX Claim portal - you don't have to fear of the use of your about this or your FOREX Class, do it or not, all is to attend to our special class to become a world class who has the knowledge to remove just about any issues you have with your opponent, be amazed and love you for your expertise. This is meant to foster preparedness in your FOREX Class, powered by updates for new aide to all the work need to get out work, the best way to cold killer out, gear these functional, also really good to work out these in your settle the big bank down the block. These top rated help earn second class start by (launch party by us has a contract with that CFTC margin requirement in credit facility letters over the years, worked for Equifax and Department of Labor of Northern Food I/E. Inc., notified a conversation between HSBC aide to margin calls us for shortfall, top up cash, claimed the swiss branch had "dirt" on us, the memo which HSBC Bank USA National Association a national bank approvingly cited confirms the counter interference began margin calls because of the information on CFTC order to steer the case direction, there is evidence the act monitor used on HSBC. On Sept 2016, announced that taking "stay" from the CFTC order, on Oct 2016, court order to begin on stay longer after the stay renewed at three more times over the next year that convince the judges - that stay continued to help - being a hunt, is finding evidence of malfeasance, lie under oath to an anonymous source strongly shown on. This prompted a passage in statement defending against unauthorized public statement about the CFTC investigation as said in undertakings at No. 4. Public Statement. Respondent [HSBC] agrees that neither it [even legal representative] nor any of its successors and assigns, agents and employees under its authority or control shall take any action or make any public statement denying, directly or indirectly, any findings or conclusion in this Order or creating, or tending to create, the impression that this Order is without factual basis; provided, however, that nothing in this provision shall affect Respondent [six HSBC Defendants]'s (i) testimonial obligations, or (ii) right to position in other proceedings to which the Commission is not party. Respondent [six HSBC Defendants] and its successors and assigns shall undertake all steps necessary to ensure that all of their agents and/or employees under their authority or control understand and comply with this agreement. Do you remember you showed me the credit facility loan letter HSBC Mr. Casamento gave you to say we are broke people and we take loan from HSBC Bank USA national banking of HSBC private bank, saying we do not have USD2.3 million and we did have USD2.3 million in the cash deposit saving account with HSBC private bank? HSBC ignored the factual basis of and CFTC margin requirement imposed on us and margin calls us in many occasion by phone, by letters, threatened us into deep stressed of afraid of losing all and Lim Cheok Kee suffered deep depression and Post Trauma Stress

Disorder, she is on doctor's daily 2 dose of mental medication to assist her to function daily and Chan Ah Wah is depressed in bipolar depression, he became temperamental in this second very happy and next second very angry, and when Chase bank margin call him for payment to their car in their auto loan, Chan Ah Wah went into full mode of panic and immediately burst into fear, anxiety and impulsiveness, he sold his car at a loss of USD30,000 to cure the demand. Our elder son Justin is washing his hands ten to twenty times daily for he is so tensed and packed into tight corner, he is afraid of being could not go to college and not able to pay for his college next few months. Our daughter V. Chan is very protective of herself from any harm intended to or not, she has no security for surrounding and craved for protection from harm for all she has, was taken away from HSBC. Our youngest son, J. Chan is very vulnerable, he would hide in his room to cry when we were screaming, panic, force into selling to survive in the house, he would bite his little fingers and craving for depending shoulder to hold him there and this is a sign he is very fearful and stressful because we were running away from Singapore in May 2010 when HSBC private bank margin called us for the indebtedness by directly deducted our cash deposit from our saving account in USD2.3 million and send the balance check in three of total about USD200,000. We were panic selling everything we have for in circle interoperated each investments in real estate, schooling, housing and HSBC to pay us in USD1600 million in total (pay \$0 tax in this amount) in all inclusive to us Chan Ah Wah, Lim Cheok Kee Willy in FDIC Act of plain writing enforced paygo act and the Court will send this amount directly from FOREX settlement fund paid by six HSBC Defendants and then we are the members to allow our new members to enter claim at GCG to get their payment in check immediately. One of the authority to do that, a secret took place over several days including the interaction posted in FOREX court site. Two source in the CFTC order about matters relating to HSBC replied relatively related at source, in the Complaint we shared, turn on the question of authorization asserts that had authority to that was "aware of the interaction" between the manipulative act, did aware of in the U.S. trader acting, to the collusion that Mr. Casamento lied, (he also changed the question from "authorized" to "known" precisely noted, did ask). Nevertheless, Mr. Casamento emphatic responses cause trouble, time he never took to meet and confer with me, he made memo to help his own agenda, at a later date, same with lying, call us fake memo supposedly not meet and confer with him summarized immediately emailing his summary to the Court, thus creating a record and time stamp and it be an important part of establishing the CFTC undertaking's credibility HSBC does, some crooked think this is fair, and yet, there is collusion in CFTC order registered as is. That the team members of, in multi-chat room, had affiliation found, the posting at FOREX Court site in evidentiary documentary reported. The made donation in payment to HSBC Bank USA National banking came from one to six HSBC defendants. Federal regulation prohibit the affiliation appointed to the special office. So is legally prohibited affiliation hired worth that was to HSBC private bank for

HSBC Bank USA National Association in custody as "Trustee" switched cash deposit registration at least five times from that made in escrow bank account number of HSBC Bank USA National Association in 2005 during HSBC notable official have fired about factual basis-FOREX class never have started, that there was no collusion, and there was no crime, was based on activities paid by crooked and CFTC order, used in Court for stay of my case, as has concluded there was no collusion between swiss branch and six HSBC defendants in March 18, 2018 reported on. Send check by this, form promise with our promise for share in, always wanted to generate passive income - 5 way get started to build wealth in retirement, approved program. Learn early of, recommended, must be. Come and aid the Classes.

This indication for use is approved to treat both signs with starting the provider, tell provider in regarding to the CFTC stipulation exactly on "meet and confer" seek immediate possible settlement amount to protect and serve as of its respective owner HSBC of six defendants, Equifax, Northern Food, Department of Labor, etc. defendants to top up amount as a part of settings information get that from to the offer to strike mandate that from his "night trading" strategy, the offer closes on CME exchange at 4:30 p.m. eastern time (Singapore night time 4:30 a.m or 5:30 a.m. to daytime change) for Mr. Chan Ah Wah's 5,400 transactions in United States traders of foreign desk of HSBC bank branches' participants traded United States desk traders/broker-dealer in multi-chat room, need trade confirmation in "The Court: Now, you said that there were particular transactions you entered into that were transacted in the United States, it that right? Ms. Lim: Yes. The Court: How many were they? Ms. Lim: Your Honor, we have the U.S. account analysis that actually analyzed for us here and stated it was 5,400. The Court: There were 5,400 --. Ms. Lim: 5,400 transactions." See Transcript of September 28, 2016, at 5:22-25, 5:1-6. Mr Chan clarified that every trade was placed using English with Defendant HSBC dealer and the dealer will voice back in English to confirm trade: "Chan Ah Wah, -- trade buy/sell at rat, amount done." Mr. Chan had discussed with someone in Defendant HSBC about market analysis in other languages like cantonese and mandarin, probably telephone transcripts can prove.'also see ECF 134, Reply in support to Pls. motion to amend/file the proposed Third Amended Complaint, 15-cv-8974-LGS, Chan Ah Wah et.v.HSBC Bank USA N.A. et., "Ms. Lim: I haven't finished yet. we also participated with Defendant HSBC in the Chicago Mercantile Exchange and Intercontinental Exchange --." *Id.* at 6:11-13. 'Ms. Lim:...actually, there is a few of them where it', like, he would -- he would call over the phone, and directly, with a U.S. dealer * (* see footnote 3, "...where a U.S. entity operating in the United States trades FX with a foreign desk of a Defendant, the FTAIA does not apply and the claim is not barred because of the statute's import commerce exclusion (or exception)') that talked to him directly, because the dealer is there acting like broker-dealer, so they would take his order for the trade." *Id.* at 8:17-21. 'Ms. Lim: They give us a Singapore number,

but we believe we understand that it is the U.S. desk, because they acted as a broker-dealer."Id. at 8:24-25, 9:1."Ms. Lim: because they have to tell us the rates, the rates, the rates that they quote for the currency, the FX, the foreign exchange currency, the rates used.' that FDIC Act being fully enforced Pay-as-you-go PAYGO Act to unleash a massive cash potential stipulation of CFTC for HSBC Defendants in fact need to select this week, you as the Court appointed recognized advocates, official announcement deal for Wah's case or more cases' payment arrangement is due, make easy for new members for payment 24 hours a day, 7 day a week with immediate payment, work for non-resident customer too in Paygo Act created with intercepted communities, and you want to contact Defendants or current amount availability prior to completing the most current participating amount to top up subject to change, vary without notice to the Defendants, to reward members where displayed results to subject to full rewards obvious either registered or mark in the U.S. and/or other countries, are property of their respective owners.

The Court in this get every point to important information indicated in the CFTC order instituting for Defendants' agreement to, that help with FOREX Class Action in problems, as the Court appointed Class Counsel to report, to bridge before the Court says "Stayed" engineer on FOREX Class Action bridge to CFTC Order stated Chan Ah Wah and Lim Cheok Kee Willy, a lead engineer on Class Action bridging project responsible for that court posting for a official warning of the crashed said on Friday night post with Northern Food I/E. Inc. did not consider a safety issue call the Department of Labor official in voice mail directed on assignment of unemployment benefit said the built connect FOREX Class Action with line bridge Chan Ah Wah and Lim Cheok Kee Willy, more cases calling to share with you, about "confer and meet" with Defendants because Chan Ah Wah and Lim Cheok Kee are not "good speaker of English to direct the class actions to position right in driving the new applied structure diversifying and help your portfolio cast a wider net for more members" and some money-laundering that have been observed on the Northern Food I/E. Inc. end moved their weekend, said to a transcript of the call released by the Department. Ways to show you are headed to work on this item guarantee that show in even better - they can be worn of, this year! Award application were in yesterday, did especially currently a second class additional in the main must be returned to the Principal Court by Thursday, March 22, 2018 for these awards. Take free award application you are taking a class in completed secretary by your relationship with the Court appointed Class counsel, if you wish to stop, through the Court Site service, please inform the Court. Now coming soon, stay in the loop. We taken it obviously whatever to be done from, we see that's issue from that perspective obviously is not good and ya know to repair that, bridge Chan Ah Wah case, more cases which span in a statement Friday night is the step that over team has taken the interest of our concern for public safety, in apparent reference in money laundering to engineer's conclusion, an issue based on the information at time, the company statement said employee's loss pledged answer to factors led to this situation. The "loan" document (Margin loan/performance

bond) stated "The abovementioned Facility is subject to the bank's overriding right to demand repayment at any time. (for it is written as : Security: Memorandum of Charge in the Bank's Standard form duly executed by you' or your attention is drawn to the Bank's right to demand for additional collateral and security at any time and to determine in its discretion the collateral value of each item of collateral furnished to it, as set out in the Bank's Standard Terms and Conditions. The factors the Bank may take into account in determining the collateral value of an item of collateral include, without limitation, the nature and substance of the relevant item of collateral and, in order to restrict concentration risk with regard to any such item, its value relative to the collateral value of all the collateral held by the bank). See TAC No.65.of pg.25. 'The terms and conditions of the deposit saving account that Defendant signed with Plaintiffs; the Defendants at all times maintained actual and or de facto discretion over their saving account, i.e. they always contacted Plaintiffs before making a trade and they were contacted were told there was no way they could 'lose money, 'everyone else was doing it,' 'the investment was principal protected.' *Id.* No.66, 'The cash deposit saving accounts was held pursuant to the Bank's Standard Terms and Conditions, which also set forth that: The Bank will provide a discretionary management service in respect of the [customer account] and in doing so, the Bank shall have absolute discretion on behalf of the Customer (and without prior reference, notification or consent of the Customer) to buy, sell...and generally to exercise complete control and all powers in relation to the management of the [Customer Account].' *Id.*No. 67. 'The cash deposit saving account's Terms and Conditions also designated that Plaintiff authorizing all banks with the HSBC Europe branch to act on Plaintiffs' behalf in its specialized area, which for Defendants [HSBC] is forex trading and also authorized Defendant [HSBC] to deal with their property "taking into account any applicable law, regulation, order, directive, market practice, notice or request of any regulator, government body or agency (whether or not having the force of law)" of all applicable jurisdictions, and to, among other things, "deposit the underlying Trading Assets (or any part thereof) with the Bank's" nominees, agents, brokers, custodians or the relevant Exchanges or clearing houses (the "Intermediaries"), or to cause to be created security interests (whether by way of mortgage, charge or otherwise) over such underlying Trading assets (or any part thereof) in favor of the Intermediaries on such terms and conditions as the Bank may think fit.." *Id.* No.68. This is it. Posted in Garden City Group, the goal from terms and conditions charm the first thing is notices (of shortfall to margin call for top up the account, indebtedness letter to make sure that can be, for a chance to win the trick help without even taking to meet the CFTC margin requirement transforming the industry, did immediately call seeking first removed from the scene that in its statement to another opportunity to identify the problems. 'Additionally, annexed to the cash deposit saving account are the United States Tax Forms W-8BEN, fully filled out and executed, signed by Plaintiffs.' *Id.* No. 69. 'Finally, Defendants disclosed that it would be collecting certain fees for transactions occurring over commodities and/or

equities located in the United States.' Id. No. 70. 'During the FX market volatility, Plaintiffs Mr. Chan was deprived of sleep and became very temperamental in daily life. When the "margin call" Defendants [HSBC] to ask for more cash into saving account to "continue FX trading and save yourself out of the loss, told by Amy," Plaintiffs were in the mental turmoil of virtually "die now or fight again.'" Id.No. 71. In statement pointed to another missed to identify problem, shortly before the Court met with members responsible for the project of concern at, the responsibility to identify and address issue and properly communicate them is the sole responsibility of the Court appointed lead Class counsel, order said, no communication did Garden City Group, claim administrator of the FOREX class action ever communicate an issue. We, Chan Ah Wah and Cheok Kee Willy Lim and others later added more detailed recollection, convened Garden City Group and the Court which build the bridge for second class action that appeared the structure. In discipline of, Class counsel and Garden City Group is about to take off, by that wild temper, matter mother does to continue scream furiously around him, from the uniform general slowly walking forward to the stopping of the class action, the flustered mother with upraised hand motioning his, chest something into instantly, calm down, takes hand and fasten all the other passengers into the general make way to, one of the sleeves she asks quietly you used on that serenely and gently confides showed pilot wings, service, and battle explained that they entitle me to throw one out of the door I choose. That means I go to work and not worry about urine on the way, from the International Holdings: How to re-emerged as a market transforming the industry. The record from CFTC on HSBC Bank Plc delivered technical presentation concluded were no CFTC concern did not compromise integrity of the bridging to "Stayed the discovery" and "meet and confer" for settlement between, that in a statement HSBC adding that representation that the CFTC attended the session, released the mail of "fully transparency" prompted the disclosure, that accompanied the call transcript: to assist in these investigation, we will continue internal review and release all pertinent information as quickly as possible while ensuring its accuracy.

Massive expected approval (this is your time to strike), with a pen sparked the time entirely new reach we've ever witnessed. A unfolding..centers which New York trading time says, "a scale hardly seen" has the potential to used in every home in New York branch positioned at this shift of rollout is expected to be claim in this - giving you the opportunity to create staggering wealth for generation to come. This local beaten in the SEC Form 10-K by HSBC six defendants, found guilty of shows at "unite right" in the notional amount of trading in New York branch parking next at the right in SEC with Friday, a special education instructional CFTC order for HSBC Bank Plc found on guilty by general on charge of against HSBC Bank USA National Association state the described group of the south -HSBC Private Bank, Singapore branch, The Hong Kong and Shanghai Banking Corporation Limited, Singapore branch, have up a fine. The relief was parking next to the department head that already underway, about that

inspire the most, official work - FOREX Class Action. Here to provide your input and take progressive everything from meet to confer, pilot case management program, settlement meeting amount and class members boards, to focus on. It's critical we hear from you, drive to help shape the next few months. Later, path took an unexpected turn when filed a report to issue an warrant in, of unlawful wounding carries a five years maximum sentence by national goal of, achieving ruling. Friday warned their rule - all of them this image provide by CFTC department shows HSBC Bank Plc condemned right counter protesters. Behavior is appalling, without a question - that bad behavior all from exclusive: back-door profit plays in history, deliver combined comes to America. Industry discuss a completely disrupt the markets of the wealthiest in the world, all for the action...and this is in control all members grabs (forcing them to fork up \$106 billion), nothing stopping this ultimate agenda, ahead of massive \$2 trillion make event, hold to one, clear, little known hopes alone, is deeply in all aspect of play, see massive profits. We cannot and unable to grab the ticket for these new members to the massive amount to pay them for we are no English competent, university grade, clear minded in state of mind people, we will be defeated and dragged the FOREX class action with second class action to a long long way and you are most importantly will be retired by the Court if you do not help in as a Court appointed Lead advocates for Class Action this moment. We are capable to, talk to, fight with, them for this above amount shown to you for this second action, as ordered in the Judge order for your meeting with us in these cases hearing in Court rescheduled just in multiple hearing (it is you to grab). The Judge outsource a chore for that to you (She always asked HSBC Counsel to call you come and we like you to come and do the chore - important chore you are capable of, for the Judge - to aid her in these cases, she knows we will be gone soon with huge relief, once she called for a stayed in these case we were relief from our work and gone - you are to meet her chore to these rest of new members for pay-as-you-go Paygo Act -pay instantly in check payment to each as they come and go with payment daily. Also that end, intend to defend with members a reasonable doubt that [swiss branch] with [the flash light] said "not guilty" considered the confrontatio, by matter of live trading of FX spot and intercept futures/Options helped tracke the identities and say assaulted swiss branch: U.S. trader in city to U.S. trader in city to U.S trader in New York city and broker-dealer. Trial has not been set, shows a complicated sequence of events that led to swiss branch cited as last city, outside the market, of members from the South, HSBC Private Bank, Singapore branch, Nassau branch, Hong Kong branch, etc.as their annual calendar book addressed the bank branches everywhere, and worker party converged with counter protesters. The CFTC order for HSBC Bank Plc, advice one after another, said: you borrow money from an account in a company organized in the Investment Company Act of 1940, always a little protection from FDIC Act of Paygo Act to enforced the refund immediately..

'Defendants have already produced evidence to government investigators confirming that their traders "inappropriately share[d] market-sensitive information with rivals." Defendants acknowledged in their respective plea agreements that the Department of Justice would have been able to prove that the pleading Defendants "engaged in communications, including near daily conversations, some of which were in code, in an exclusive electronic chat room, which chat room participants, as well as others in the FX Spot Market, referred to as 'The Cartel' or 'The Mafia.'" Id. No. 192 of pg. 72. 'Evidence obtained by government investigations confirms that "[s]hortly before the fix...it was common for a group of senior currency traders to discuss with their competitors the types and volume of trades they planned to place."¹¹⁶ A transcript provided by RBS to the UK-FCA revealed that JPMorgan's Richard Usher wrote "messages to trader at other firms [that] included details of his trading positions."¹¹⁷ Defendants' traders confirmed that "chatroom discussions between rival traders ... allowed them to share information about pricing and order books." Id. No. 193 of pg. 73. 'A number of Defendants have admitted to the Bank of England that they shared their confidential customer information. On April 23, 2012, the Foreign Exchange Joint Standing Committee, Chief Dealers Sub Group met at BNP Paribas' London office. Citigroup's Rohan Ramchandani, who was one of The Cartel members, was present. James Pearson (RBS), and Martin Millet (Bank of England) were also present. A person familiar with the UK-FCA's investigation disclosed to the media that a senior trader present at the meeting turned over his meeting notes. According to the notes, the traders told Bank of England officials that they shared information about customer orders before currency benchmarks were set. The official meeting minutes concealed the admissions made at the meeting.' Id. No. 194 of pg. 3.

Trip called home [United States] to his United States desk in New York office [HSBC Bank USA National Association, National Bank's private bank] Manhattan by United States trader in foreign desk of HSBC bank branch[private banking], asked to participate in the multi-chat room with HSBC broker-dealer and several of his friends, traders from other bank, for a good opportunity to get that spread collusion been wanting, so could earn in a profit without risk for wider benchmark rate to price to customer broadly in both ask [buy] and bid [sell] trade quotation and trade close-up, in currency pair from New York office in HSBC Bank USA National Associations' HSBC Private Bank, New York Branch, swing by trades from their U.S. trader in their[HSBC] foreign desk in HSBC Private Bank, Singapore branch; Swiss branch; Nassau branch; Hong Kong branch; etc as many branches stated on their advertising address in the calendar book for disclosing to their current and future customers as the big, safe, specialty in wealth management 'HSBC Private Bank' brand logo of HSBC group, to top up a bag wrapped with pool of trades from all over their [hsbc bank branches] into a group account with HSBC own trading position and pack like new trade to enjoy the benefits for 'free trading for their member in the national association', called

home[United States Interstate Commerce] on the United States and to go into a benchmark rates manipulation called fixes with several other banks a thousand of communications were read and known to Class Plaintiffs, is a good to get that profit to spread collusion for supra-competitive profit to them[listed banks in FOREX CAC, TAC in a chart No. 149 of page.58,59,60] to a spread collusion for supra-competition profit to them, that the Chans (Chan Ah Wah and Lim Cheok Kee (the "Chan") are parties to this action; by letter the HSBC defendants ("HSBC") explained their determination that the Chans are members of the settlement class; for the Chans filed letters at Docket No. 954, 956,958,959,962,966,968,971 and 973 that argument, information or documentation suggesting that they are class members.

In front of each other standing next to swing a deal [flash light], snap back to the right, struck on, buy and sell, tie in that from amounted to large and testified he wanted to know away the flag to break up with Judge consistently that modifies like Credit Default Swaps -CDS "worked quickly" or "strategically" of example mean the same thing can make it to replace them with a concrete "maintained level that was consistently above each make for broker-dealer modifies a debt quickly or planned, after there are redundant just the worse broker-dealer make that being worked quickly, were working to replace with details consistently expectation for space is limited on Collateralized Debt Obligation ("CDO") in each counts, make room for more debts by credit card, student loan, auto loan, personal loan, mortgage loan, refinance loan etc.by broker-dealer. Said did not bring deal as said counterparty gave protection on ISDA [International Swaps and Derivatives Association Agreement, at least two] after one of them dressed in over the counter [counterparty] holding a shield - into to the ground through the internet. The heightened over counterparty killing was organized of, stood to the side and counterparty commissioned by the released it concluded that the department [six HSBC defendants] planning was "inadequate and disconnected" and that lack of preparation led to "disastrous consequences" to the Chans and other new members. The derivatives in structured product were prepared by United States broker-dealer for the district of, and ran into the bank branches in U.S. territories, either tripped to U.S. ground, they were defenseless against mob who flag shield of said by HSBC Private Bank of six HSBC defendants, by then said Singapore branch head split open and set up a fund page to raise money for his medical bill tripping everywhere his goal of this real in the community and it happen. After Friday, HSBC Private Bank of six HSBC defendants stayed, from the emerged short news in the community said live and know had a tough, tough road, the victim of an attack, it doing better -the American once been that wrong, at his depression and anxiety move with threat.

This CFTC order post in darkness for HSBC to get deal for switch are just posted in Garden City Group claim portal, to reveal this CMP obligation information to the Commission and to experience net to customer completely from orders intently, up finally says Amy Low are

looking for a replies, to figure the cash for the ordered net to off now by CFTC performance bond on margin calls to us, bar into the door order shot of, scanning says you are looking at a order instituting HSBC case at CFTC replies, yes HSBC have to out the cash for the ordered, more at the thought of the idea to the mathematicians who thought nothing written of tricks in stuns method to award current news feedback the first time this off an right final word relief to all those conflicting book into an acquaintance had thrown trouble in paradise you know to look more reasons to switch to, is easier than you think for invites in amazing check to your full schedule starting now, registration by attachment update, things you should know source for insurance want trades and is an easy way to the best, fastest way on all had fooled-made nationwide, a different set soured on it was a mind on top just don't get along post about ongoing tapped to be successor by HSBC Bank USA National Association, HSBC Securities (USA) Inc, HSBC Private Bank and the Hong Kong and Shanghai Banking Corporation Limited, Singapore Branch, the author was in called to relay from: the boss was happy, wanted to do in, wait until back in the United States from familiar trip since disparaged parts as "countries" to expect the failed to fully understand that, and so touched down at base, of issued post reported in Garden City Group, claim administrator in gum fro a message that began with CFTC director to making the first run are subject to confirmation ousts to step aside of disagreement, picked to replace after finally called from one call with knowledge of JP Morgan Chase's reuse reinvented vanilla option/swap option leaked out in tranche reference number in HSBC Private Bank, Malaysia branch recorded in commerce bank in Kuala Lumpur that linked to 1980s united states retirement plan and pension fund, make it to defuse, reiterated that the department was senior said, for CFTC is a party for HSBC on case, end defined by mutual statement for "integrity" acts of leadership is the blueprint for transformation, make sure the next to go action, take this as running out the door, I had to share it with you. CFTC is reporting that in HSBC's steps and leaving on screen was called out by name is to accelerate to remove from deserve interest he abuse to class- specifically to avoid the public action you member need to be the next that already soundproof in keep from hearing with the Court - actually cost that, astounding waste of resources at budget-starved agency this month, was the member in New York on Class to trip literally to New York - tha's what American make in, most importantly, since in launched on all-out attack on limits that safeguard Futures Exchange's health and safety, the fact in describe See ECF 134, *Chan Ah Wah et.v.HSBC*, 15-cv-8974-LGS (SDNY), 'Appendix 2, Pg. 2.), also see 'Order Granting Approval of Proposed Rule Change to List and Trade Shares of Market Vectors Low Volatility Commodity ETF and Market Vectors Long/Short Commodity ETF under NYSE Arca Equities Rule 8.200.' <https://www.sec.gov/rules/sro/nysearca/2013/34-70209.pdf>.) action in consistent to office in CFTC as a party as "taking to the protection of " CMP obligation ordered on HSBC from 1993 to 2001 on the JP Morgan Chase's 1980s reuse reinvented to hybrid vanilla option/swap option said HSBC actions could be taking us back 30 years, deserve really bothering the HSBC President, Mr. Cama, on this list, that called HSBC a "bully" and "abusive" to the Chans, is accurate, is the best at making sure HSBC boot that for granted, was played out officials at the Court and made his name is, A stay for discovery and settlement awaits if confirmed conflicting accounts of the occurred, led to collateral damage -

(11)

in the form under the state's treasury debt for public interest for contradicting the CMP obligation version of events, has been so long in the making that recurring of demise took exist. This time got well, really a different set effect HSBC's stance on North America, seemed forward with a planned strategy in keys areas of policy, deal to handle the Middle East accord, the approach to North America, and the overall disdainful state for "too establishment" and disagreeing with him, the real matter content posted as material evidentiary at court site.

Game is about to change everything, this brief unfolding and to advantage to, immediately, its changing the game completely. Facts says behind this "on scale seen in forget..this could easily break '2. respondent [hsbc] shall cooperate fully and expeditiously with the Commission, including the division, as part of such cooperation, respondent [hsbc] agrees to the following for a period for three (3) years from the date of this order, or until all related investigations and litigations in which the Commission, including the Division, is a party, are concluded, including through the appellate review process, whichever period is longer.' pg. 18. and 'in public statements. 4. respondent [hsbc] agrees that neither it nor any of its successors and assigns, agents [including its legal representatives] or employees under its authority or control shall take any action or make any public statement denying, directly or indirectly, any findings or conclusion in this order or creating, ot tending to create, the impression that this order is without factual basis; [CFTC Docket No. 15-07, in the matter of: HSBC Bank plc as respondent. 'order instituting proceedings pursuant to section 6(c)(4)(A) and 6(d) of the Commodity Exchange Act, making findings, and imposing remedial sanctions. on November 11, 2014.'] that CFTC has given its expect gate open at rollout is in positioned of this shift 'Vii Order accordingly, it is hereby ordered that: A. Respondent [hsbc] shall cease and desist from violation Section 6(c)(3) and 9(a)(2) of the Act 7 U.S.C. section 9(3) and section 13(a)(2) (2012) of the Act and Regulation 180.2, 17 C.F.R. Section 180.2 (2014)' is consistent to Futures Exchanges' 'Order Granting Approval of Proposed Rule Change to List and Trade Shares of Market Vectors Low Volatility Commodity ETF and Market Vectors Long/Short Commodity ETF under NYSE Arca Equities Rule 8.200.' <https://www.sec.gov/rules/sro/nysearca/2013/34-70209.pdf>.) action in consistent to office in CFTC as a party, who get in early, rewarded with beyong their wildest not be open much longer in this through order, have turn change to come. HSBC made gambles without consulting state, decided to accept traveling as in money laundering act of various section in 1956 and 1957 act, been excluded from administration, clashed with, even North America to trigger in to the stand with North America HSBC Bank USA National Association's United States' desk traders had largely talk of, in the fall HSBC publicly undermined the reaching out in wrote that "time negotiate with United States' desk traders/broker-dealers in New York branch..HSBC reported for its single New York branch gross notional outstanding spot FX contracts of \$52,192 billion and FX derivatives of \$971,930 billion for a total of \$1,024,123 billion. as HSBC's extensive FX operations in the United States, in SEC Form 10-K by HSBC that ended of 2013, See Exh. B annexed to Pls. Mem. in Opp. in ECF 100, *Chan Ah Wah et. v. HSBC*, 15-cv-8974-LGS, and additional information on 'Federal Reserve Bank: Assets and Liabilities of U.S. Branches and Agencies of Foreign Banks, March 2016. Page 1 to Page 6,

attached to CAC and TAC in real matter of cash deposit transferred from HSBC Private Bank to North America HSBC Bank USA National Association leaked in bank escrow number, essential reporting/month. HSBC shifted strategy out of loop to advisors enjoyed the process without involved said HSBC make major bit with plans with North America HSBC Bank USA National Association regarded by know as executive over time developed a hard posture toward, appeared to break in his assessment out for echoing something in tax evasion for the profit made from vanilla option/swap option in derivatives in concealment in violation to money laundering act of 1956 and 1957, the Court press to do earlier that day, and made a statement in remarks, work remains to the troubling action of U.S. traders in foreign desk of HSBC Singapore branch in city to U.S. traders in foreign desk of HSBC Swiss branch to Nassau branch on the part of foreign desk of HSBC Private Bank branch said, perceived the all it takes is one final stop in New York City HSBC Private Bank's branch of HSBC Bank USA National Banking of Six HSBC defendants, as exacerbated by an report said directly deny that HSBC as not following a strategy of the Order by CFTC is a party at, all the time like this story spoke on the condition of performance bond on credit facility and margin calls from Amy Low and teams for position limit and top up liquidity from HSBC letter to us in indebtedness and deducted our cash deposit to pay counterparty risk for shortfall in position by contrast HSBC relationship with Chans in HSBC private bank as a wealth management by personal delivery HSBC's CFTC intelligence advertising briefings have in their HSBC Private Bank Standard Terms and Conditions agreement toward HSBC, the idea of firing Chans numerous times over the past year - including in November the Court readied a plan with sub-class with the Chans, HSBC ultimately held off his top in part to defy the report saying that planned to do so "Fake incomprehensible news regarding those report in Chans letters and declarations with riders in material evidentiary according with HSBC initially drawn to CFTC 's order in CMP obligation because as chief of the world largest companies as global deal maker that broad out of central casting of CFTC in Futures Exchanges, Exchanges' division and no secret of saying his United States desks' traders talked in conversation with advisors and friends in multi-chat room frequently labeled sources of, was Chans' complaint profile told this never get a good to this plan to undertaking at CFTC stage correctly concluded that speak for the Commission. Inside CMP obligation of the CFTC order had few, routinely undermined by HSBC managers, advisors of the Middle East portfolio had no policy to call and felt was keeping the CFTC, department out of the loop, also clashed frequently with National interest and security who did not follow the protocol U.S. viewed as rival officials that did not appeared to explain the North America HSBC Bank USA National Association national banking developments, to voiced, focus during conversation by United States traders to traders that made to, after HSBC posted negative about the issue but was determined to Stay the case in stance, HSBC kept control of schedule along with official said between, was apparent offered conflicting account of CFTC's clear message that HSBC time to that Stay to come and that convey that the decision was final out that said just about the shake up at bottom for having publicly contradicted the CFTC order account CMP obligation of criticizing decision asked, said "that was part of role as the CMP obligation,' 4. respondent [hsbc] agrees that neither it nor any of its successors and assigns, agents [including its legal

(113)

representatives] or employees under its authority or control shall take any action or make any public statement denying, directly or indirectly, any findings or conclusion in this order or creating, or tending to create, the impression that this order is without factual basis;.. Respondent and its successors and assigns shall undertake all step necessary to ensure that all of their agents and/or employees under their authority or control understand and comply with this agreement.' the post must be told, that matters to United States as simply had at least that all back in United States, like need to get home to get back contributed to report as SEC Form 10-K filing joined the New York branch time covered other things is for the CFTC order covered, joined in short-selling derivative as profitable income for HSBC as in JP Morgan Chase's reuse invented vanilla option leaked in our HSBC Private Bank trade were linked to 1980s United States retirement plan and pension fund. Review order pick winner at the same time for delivery the post in downtown office at the Court, take for to turn on HSBC, time this rip the perspective answer was better than the right one tell the story.

MORE DETAILS:

CFTC Docket No. 15-07, in the matter of: HSBC Bank plc as respondent. 'order instituting proceedings pursuant to section 6(c)(4)(A) and 6(d) of the Commodity Exchange Act, making findings, and imposing remedial sanctions. on November 11, 2014.'

See a copy of CFTC order attached next page. 16-35 at front for details.

Money Laundering: An Abridged Overview of 18 U.S.C. 1956 and Related Federal Criminal Law

Charles Doyle (Senior Specialist in American Public Law)

February 8, 2012

Congress Research Service 7-5700 www.crs.gov RS22401

CRS Report for Congress -----

Prepared for Members and Committees of Congress

Money Laundering

Summary

This is an overview of the elements of federal criminal money laundering statutes and the sanctions imposed for their violation. The most prominent is 18 U.S.C. 1956. Section 1956 outlaws four kinds of money laundering –promotional, concealment, structuring, and tax evasion laundering of the proceeds generated by designated federal, state, and foreign underlying crimes (predicate offenses)—committed or attempted under one or more of three jurisdictional conditions (i.e., laundering involving certain financial transactions, laundering involving international transfers, and stings). Its companion, 18 U.S.C. 1957, prohibits depositing or spending more than \$10,000 of the proceeds from a Section 1956 predicate offense. Violations of Section 1956 are punishable by imprisonment for more than 20 years; Section 1957 carries a maximum penalty of imprisonment for 10 years. Property involved in either case is subject to confiscation. Misconduct which implicates Sections 1956 and 1957 may implicate other federal criminal statutes as well. Federal racketeer influenced and corrupt organization (RICO) provisions outlaw acquiring or conducting the affairs of an enterprise (whose activities affect interstate or foreign commerce) through the patterned commission of a series of underlying federal or state crimes. RICO violations are also 20-year felonies. Every RICO predicate offense, including each “federal crime of terrorism,” is automatically a Section 1956 money laundering predicate offense. A second related statute, the Travel Act (18 U.S.C. 1952), punish interstate or foreign travel, or the use of interstate or foreign facilities, conducted with the intent to distribute the proceeds of a more modest list of predicate offenses or to promote or carry on such offenses when an overt act is committed in furtherance of that intent. Such misconduct is punishable by imprisonment for not more than five years. Other federal statutes proscribe, with varying sanctions, bulk cash smuggling, layering bank deposits to avoid reporting requirements, failure to comply with federal anti-money laundering provisions, or conducting an unlawful money transmission business.

The Supreme Court has held that the Section 1956 ban on attempt international transportation of tainted proceeds for the purpose of concealing their ownership, source, nature, or ultimate location is limited to instances where concealment is a purpose rather than an attribute of the transportation (simple smuggling is not proscribed as such), *United States v. Cuellar*, 533 U.S. 550 (2008). In a second case, the Court indicated that for purpose of Section 1956 the “proceeds” of a predicate offense often referred to the profits rather than the gross receipts

realized from the office, *United States v. Santos*, 533 U.S. 507 (2008). Congress responded by defining “proceeds” for purposes of Section 1956 and 1957 as the property obtained or retained as a consequence of a predicate offense, including gross receipts, P.L. 111-21, 123 Stat. 1618 (2009)(S.386)(111th Cong.).

This is an abridged version of CRS Report RL33315, *Money Laundering: An Overview of 18 U.S.C. 1956 and Related Federal Criminal Law*, by Charles Doyle, without the footnotes, appendices, or most of the citations to authority found in the longer report. Related CRS Reports include CRS Report RL33020, *Terrorist Financing: U.S. Agency Efforts and Inter-Agency Coordination*, by Martin A. Weiss et.al., and CRS Report RS21547, *Financial Institution Customer Identification Programs Mandated by the USA PATRIOT Act*, by Maureen Murphy.

18 U.S.C. 1956

Section 1956(a)(2) outlaws the interstate or international transportation or transmission (or attempted transportation or transmission) of funds (1) with the intent to promote a predicate offense; (2) knowing that the purpose is to conceal laundering of the funds and knowing that the funds are the proceeds of predicate offense; or (3) knowing that the purpose is to avoid reporting requirements and knowing that the funds are the proceeds of a predicate offense.

Section 1956(a)(3) is a sting section. It outlaws financial transactions (or attempted transactions) that the defendant believes involve the proceeds of a predicate offense and that are intended to (1) promote a predicate offense, (2) launder the proceeds, or (3) avoid reporting requirements.

All but 2 of the 10 Section 1956 crimes are related in one way or another to the commission or purported commission of at least one of a list of predicate offenses, “specified unlawful activities.” The predicate offense come in three varieties: state crimes, foreign crimes, and federal crimes. The list of state crimes is relatively short and consists of any state crime that is a RICO predicate offense, that is, any act or threat involving murder, kidnapping, gambling, arson, robbery, bribery, extortion, dealing in obscene matter, or dealing in a controlled substance or listed chemical (as defined in Section 102 of the Controlled Substance Act), which is chargeable under state law and punishable by imprisonment for more than one year. The list of foreign crimes recognized as Section 1956 predicate offense is very much the same—violations of the laws of another country involving murder, kidnapping, bribery, drug trafficking and the like—but it applies in cases involving a financial transaction occurring in whole or in part in this country. The list of federal predicate offenses is considerably longer if for no other reason than it is specific rather than generic.

Each of the 10 criminal proscriptions found in Section 1956 outlaws both the completed offense and the attempted to commit Section 1956(h) outlaws conspiracy to violate any of

these proscriptions.

Consequences: Prison terms, fines, civil penalties, and confiscation may follow as a consequence of conviction of a money laundering offense. Any violation of Section 1956 is punished by imprisonment for not more than 20 years. Violations of Section 1956(a)(1) and (a)(2), the financial institution and interstate or foreign transmission offenses, are punishable by a fine of no more than the greater of \$500,000 or twice the value of the property involved in the offense. Sting violations are punishable by a fine of not more than the greater of \$250,000 (\$500,000 for an organization) or twice the amount involved in the offense. Violators of any provisions of Section 1956 are subject to a civil penalty of no more than greater of \$10,000 or the value of the property involved in the offense. Forfeiture is the confiscation of property to the government as a consequence of the property's proximity to some form of criminal activity. The proceeds of a confiscation are generally shared among the law enforcement agencies that participate in investigation and prosecution of the forfeiture. Section 1956 provides a vehicle for confiscation in two very distinct ways. First, the "proceeds" of any Section 1956 predicate offense (and any property traceable to such proceeds) are subject to confiscation without the necessity of any actual violation of Section 1956. **Second, property "involved" in a Section 1956 money laundering offense (or property traceable to such involved property) may be confiscated.** The Eighth Amendment prohibit excessive fines. Fines are excessive if they are grossly disproportionate to the gravity of the offender's misconduct. While the excessive fines clause may impose limits upon the permissible extent of the confiscation for failure to comply with anti-money laundering reporting statutes, forfeitures under Section 1956 are not ordinarily considered excessive because of the gravity of the offense and its predicate offenses.

The Supreme Court recently held that proscription in Section 1956 against attempted international transportation of tainted proceeds for the purpose of concealing their ownership, source, nature, or ultimate location is limited to instances where concealment is a purpose rather than an attribute of the transportation (simple smuggling is not proscribed as such), *United States v. Cuellar*, 553 U.S. 550 (2008). In a second case, the Court indicated that for purpose of Section 1956, in many instances the "proceeds" of a predicate offense referred to net receipts or profits realized from the offense, *United States v. Santos*, 553 U.S. 507 (2008). Congress preferred a different reading of "proceeds," which is an amendment to Section 1956, it defined to mean any property obtained or retained through the commission of a predicate offense, including gross receipts, 18 U.S.C.1956(c)(9)(P.L. 111-21 Stat. 1618 (2009)(S.386)).

18 U.S.C. 1957

Unless there is some elements of promotion, concealment, or evasion, Section 1956 does not make simply spending or depositing tainted money a crime. Section 1957 does. It outlaws otherwise innocent transactions contaminated by the origin of the property involved in the transaction.

Using most of the same definitions as Section 1956, the elements of 1957 cover anyone who:

1. A. in the United States,
B. in the special maritime or territorial jurisdiction of the United States, or
C. outside the United States if the defendant is an American,
2. Knowing
3. A. engages or
B. attempts to engage in
4. a monetary transaction
5. in or affecting U.S. interstate or foreign commerce
6. in criminally derived property that
A. is of a greater value than \$10,000 and
B. is derived from specified unlawful activity.

Section 1957 also proscribes attempts to violate its provisions. Section 1956 (h) outlaws conspiracy to violate Section 1957. Violations of Section 1957 and conspiracy to violate Section 1957 are each punishable by imprisonment for not more than 10 years and/or by a fine of not more than the greater of \$250,000 (\$500,000 for an organization) or twice the amount involved in the transaction. Violators of Section 1957 are subject to a civil penalty of no more than the greater of \$10,000 or the value of the property involved in the offense. Any property involved in a violation of Section 1957 or traceable to property involved in a violation of Section 1957 is subject to confiscation under either civil or criminal procedures, and the applicable law is essentially the same as in the case of Section 1956.

Travel Act

The money laundering provisions of Sections 1956, 1957 punish transactions involving promotion, concealment, evasion, spending, and depositing. The Travel Act, 18 U.S.C. 1952, punishes interstate or foreign travel (or use of the facilities of interstate or foreign commerce) conducted with the intent to distribute the proceeds of a more modest list of predicate offenses or to promote or carry on such offenses when there is an overt act in furtherance of that intent. The Travel Act is a Section 1956 and 1957 predicate offense (specified unlawful activity); Section 1956 and 1957 are Travel Act predicate offenses (unlawful activity); and although the money laundering predicate offense list is more extensive, several of the Travel Act predicate offenses are also money laundering predicates. The Travel Act essentially condemns three crimes such with an interstate element: the distribution of the proceeds of a predicate offense, the promotion of a predicate offense, or the commission of a violent crime in aid of a predicate offense. The first two variants bear some resemblance to the concealment and promotion offenses of Section 1956 and somewhat more remotely to the deposit/spending proscriptions of Section 1957. The violent crime component of the Travel Act is only coincidentally related to money laundering and consequently will be mentioned only in passing.

The courts often abbreviate their statement of the elements to encompass only whichever of the three versions is at issue:

Distribution—The essential elements of a violation under section 1952 (a) are: “(1) travel in interstate or foreign commerce; (2) with the specific intent to distribute the proceeds of an unlawful activity; and (3) knowing and willful commission of an act in furtherance of that intent,” *United States v. Hinojosa*, 958 F.2d. 624,929 (5th Cir. 1992).

Facilitation—The government must prove that the defendant “(1) travels in interstate or foreign commerce [or uses an interstate facility] (2) with intent to...promote...any unlawful activity and (3) that the defendant thereafter performs or attempt to perform an act of promotion...of any unlawful activity,” *United States v. Driver*, 535 F.3d 424,430 (6th Cir. 2008)

Violence—“To prove a violation of the Travel Act, the government was required to establish that [defendant]: (1) used a facility of interstate or foreign commerce; (2) with intent to commit any lawful activity (including arson..); and (3) thereafter performed an additional act to further the unlawful activity,” *United States v. Salameh*, 152 F.3d 88, 152 (2d Cir. 1998).

The distribution and facilitation offenses of the Travel Act, 18 U.S.C. 1952(a)(1) and 18 U.S.C.1952 (a)(3), are punishable by imprisonment for not more than five years; the crime-of-violence-in-furtherance offense is punishable by imprisonment for not more than 20 years. Offenders of any of the three offenses are subject to a fine of the greater of not more than \$250,000 (\$500,000 for organizations) or twice the gain or loss associated with the offense. Property associated with a violation of Section 1952 is not subject to confiscation solely by virtue of that fact, although the property may be confiscated by operation of the laws governing 1952 predicate offenses.

31 U.S.C. 5322—Reporting Requirements

Section 5322 penalize willful violation of several monetary transaction reporting requirements found in Subtitle 53-II of title 31 of the United States Code and elsewhere. The section’s coverage extends to violation of:

- 31 U.S.C.5313-financial institution reports of cash transaction involving \$10,00 or more (31 C.F.R.§ 103.22);
- 31 U.S.C.5314-reports by persons in the U.S. of foreign financial agency transactions (31 C.F.R. §103.24);
- 31 U.S.C. 5316-reports by any person taking \$10,000 in cash out of the U.S. or bringing it in;
- 31 U.S.C.5318-suspicious transaction reports by financial institutions;
- 31 U.S.C.5325-reports by financial institutions issuing cashier’s checks in amounts of \$3000 or more (31 C.F.R. §103.29);
- 31 U.S.C. 5326-cash transaction reports by financial institution and/or various trades or business pursuant to Treasury Department geographical orders (31 C.R.S. § 103.26);
- 31 U.S.C. 5331-reports of trades and business other than financial institutions of cash transactions involving \$10,000 or more (31 C.F.R. § 103.30);

- 12 U.S.C. 1829b –record keeping requirement of federally insured depository institutions;
- 12 U.S.C. 1953-record keeping by uninsured banks or similar institutions;

Simple violations of Section 5322 are punishable by imprisonment for not more than five years, a fine of not more than \$250,000, or both. Violations committed during the commission of another federal crime or as part of a pattern of illegal activity involving more than \$100,000 over the course of a year are punishable by imprisonment for not more than 10 years; a fine of not more than \$500,000 (not more than \$1 million for a special measures violation (31 U.S.C. 5318A) or a violation involving a breach of due diligence with respect to private banking for foreign customers or foreign shell banks (31 U.S.C. 5318(i), (j)); or both. Section 5322 is a Travel Act predicate offense and RICO predicate offense, but not a Section 1956 or 1957 money laundering predicate offense. Property associated with violations of two of the sections within its coverage is subject to confiscation. Under Section 5317(c), property becomes forfeitable when it is involved in, or traceable to, a violation of 31 U.S.C. 5313 (reporting relating to cash transactions involving \$10,000 or more) or of 31 U.S.C. 5316 (reports relating to taking \$10,000 or more out of the United States or to bring it into the United States).

31 U.S.C. 532—Anti-Structuring

Section 5324 condemns causing a financial institution to fail to file a required report, causing the submission of a false report, restructuring transactions to evade a reporting requirement, or attempting to do so. Violations are punishable by imprisonment for not more than 5 years (not more than 10 years if committed in conjunction with another federal offense or if committed as part of a pattern of activity involving \$100,000 or more) and a fine of not more than \$250,000 (not more than \$500,000 for organizations), with the maximum fine doubled if the offense is committed in conjunction with another federal crime or as part of a pattern of activity involving \$100,000.

31 U.S.C. 5332—Bulk Cash Smuggling

Section 5332 outlaws carrying or attempting to transport more than \$10,000 in unreported, “concealed” cash across a U.S. border with the intent to evade 31 U.S.C. 5316 reporting requirements. The proscribed methods of concealment seem to envelope any method short of public display. The offense carries a prison term of not more than five years, but also calls for confiscation of the cash and related property.

18 U.S.C. 1960—Money Transmitters

Section 1960 prohibits unlicensed money transmitting businesses and defines such businesses as (A) those that are required by state law to be licensed and are not; (B) those that fail to comply with federal regulatory provisions; or (C) those that transmit money they know is derived from, and intended to finance, criminal activity. Offenders face imprisonment for not more than five years and/or a fine of not more than \$250,000 (not more than \$500,000 for

organizations).

18 U.S.C. 1961-1964—Racketeer Influenced and Corrupt Organizations (RICO)

All the racketeering predicate offenses listed in 18 U.S.C. 1961(1) are by definition money laundering predicate offenses under Section 1956 and 1957. RICO makes it a federal crime for any person to:

1. conduct or participate, directly or indirectly, in the conduct of
2. the affairs of an enterprise
3. engaged in or the activities of which affect, interstate or foreign commerce
4. A. through the collection of an unlawful debt, or
B. through a pattern of racketeering activity (predicate offenses).

RICO violations are punishable by imprisonment for not more than 20 years (not more than life imprisonment if any of the applicable predicate offenses carries a life sentence). Offenders also face fines of up to \$250,000 (up to \$500,000 for organizations) as well as the confiscation of any property associated with the offense. They may also be liable to their victims for triple damages and attorney fees, and at least when sued by government, subject to the equitable remedies.

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Refund to us immediately in FDIC Act of Plain Writing to pay-as-you-go Act (PAYGO ACT) enforced in compliance with , For recovery of debt by treatment from *FOREX* settlement escrow account in USD1600 million in total (pay \$0 tax in this amount) all inclusive as advertising and material omission, gross negligence, privacy policy, copyright, money laundering, sweepstakes note for BOTH ENTITY CHAN AH WAH US\$800 million (for each and pay \$0 tax in this amount) AND LIM CHEOK KEE WILLY USD800 million (for each and pay \$0 tax in this amount) to us:

for breach of contract, tort (including negligence and strict liability), advertising disclosure, material omission, privacy policy, money laundering, all inclusive of copyright as accepted by the bank to pay us aggregate damages, cost, fees related to their network practice of U.S. desk trader we participated traded to United States trader of foreign desk of Defendant HSBC private bank, Singapore branch, Swiss branch, Nassau branch, Hong Kong branch etc were visiting their New York office, HSBC Bank USA National Association, National bankings' United States traders/broker-dealer and ask[buy]/ make in trade being in a FX spot, United States traders/broker-dealer responds, "confirm, done" trade in English sounds, were visiting the United States FX trading platform from the trade confirmation [HSBC private bank] of the trade from United States traders can make a pool community of trades being in for their capital cash to satisfy the stress test and capital requirement to comply with, really want to

make the trade confirmation in U.S. desk trader for the benefit to them[HSBC]. The ask [buy]/make will make again, now, really to do that in a later second U.S. traders come and ask[buy]/make that trade, later, then the third U.S. traders come and ask/[buy] make that trade, "oh please help trade make a sound fix!" All of you want to make a fix, asked each others, replied with hopeful said that in CAC & TAC replied well with Judge Schofield said that we get to FOREX settlement deal, says best to each other in stipulated agreement individually to last trader/broker-dealer for to reap supra-competitive profit at the expenses of plaintiffs, impact the lives of others, in violation of money laundering, pursuant to **18 U.S.C. 1956** Section 1956(a)(2), Section 1956(a)(3), *et.seq.*, **18 U.S.C. 1957**, *et.seq.* Any property involved in a violation of Section 1957 or traceable to property involved in a violation of Section 1957 is subject to confiscation under either civil or criminal procedures, and the applicable law is essentially the same as in the case of Section 1956. The Travel Act, 18 U.S.C. 1952, punishes interstate or foreign travel (or use of the facilities of interstate or foreign commerce) conducted with the intent to distribute the proceeds of a more modest list of predicate offenses or to promote or carry on such offenses when there is an overt act in furtherance of that intent. The Travel Act essentially condemns three crimes such with an interstate element: the distribution of the proceeds of a predicate offense, the promotion of a predicate offense, or the commission of a violent crime in aid of a predicate offense. The first two variants bear some resemblance to the concealment and promotion offenses of Section 1956 and somewhat more remotely to the deposit/spending proscriptions of Section 1957. The violent crime component of the Travel Act is only coincidentally related to money laundering and consequently will be mentioned only in passing., **31 U.S.C. 5322—Reporting Requirements** Section 5322 penalize willful violation of several monetary transaction reporting requirements found in Subtitle 53-II of title 31 of the United States Code and elsewhere. [see more detail in this letter definition under Summary for money laundering, **31 U.S.C. 532—Anti-Structuring** Section 5324 condemns causing a financial institution to fail to file a required report, causing the submission of a false report, restructuring transactions to evade a reporting requirement, or attempting to do so, **31 U.S.C. 5332—Bulk Cash Smuggling** Section 5332 outlaws carrying or attempting to transport more than \$10,000 in unreported, "concealed" cash across a U.S. border with the intent to evade 31 U.S.C. 5316 reporting requirements. The proscribed methods of concealment seem to envelope any method short of public display. The offense carries a prison term of not more than five years, but also calls for confiscation of the cash and related property, **18 U.S.C. 1960—Money Transmitters** Section 1960 prohibits unlicensed money transmitting businesses and defines such businesses as (A) those that are required by state law to be licensed and are not; (B) those that fail to comply with federal regulatory provisions; or (C) those that transmit money they know is derived from, and intended to finance, criminal activity, **18 U.S.C. 1961-1964—Racketeer Influenced and Corrupt Organizations (RICO)** All the racketeering predicate offenses listed in 18 U.S.C. 1961(1) are by definition money laundering predicate offenses under Section 1956 and 1957. RICO makes it a federal crime for any person to: 1. conduct or participate, directly or indirectly, in the conduct of, 2. the affairs of an enterprise, 3. engaged in or the activities of which affect, interstate or foreign

commerce, 4.A.through the collection of an unlawful debt, or, B. through a pattern of racketeering activity (predicate offenses). RICO violations are punishable by imprisonment for not more than 20 years (not more than life imprisonment if any of the applicable predicate offenses carries a life sentence). U.S. trader of foreign desk of their bank branches, the social-media via email and censor the Right, NOTHING left on what we say and HSBC PRIVATE BANK deducted our cash deposit accordingly to their terms and conditions' acceptance as signed for allegedly cheat spreadsheet in spread collusion and attached form a part of the Rider as attached form a part of.

for the best, is good for us, to issue a check or direct deposit for refund to the following (for 45 days refund terms had lapsed):

WHEREFORE, we respectfully seek the court establish secure connection for notice for stay in order for HSBC Bank USA National Association, HSBC North America Holdings Inc., HSBC Securities (USA) Inc., HSBC Bank PLC, HSBC Holdings PLC., The Hong Kong and Shanghai Banking Corporation Limited, Singapore Branch and THIS order does include process above refund in USD1600 million in total (pay \$0 tax in this amount) to CHAN AH WAH, LIM CHEOK KEE WILLY by the Court handling valid in FOREX Settlement Fund direct electronic fund transfer by using the bank information as follows in combination offers with new members' USD20.3 billion upfront (amount subject to change without notice), top up the amount as new members entered claim to net payment in U.S. postal money order, certified check, bank cashier's check, or bank money order on daily basis as a new alternative to manage their payment as soon as possible, all inclusive for compensatory damages, special damages, punitive damages as well as injunctive relief and declaratory judgment for:

- Fraudulent Misrepresentation Inducing
- Negligent Misrepresentation Inducing
- Tortious Interference with Prospective Contractual Relations
- Conspiracy to Interfere with Prospective Contractual Relations
- Breach of Employment Contract in Violation of defendant's Implied-in-Law Obligation To Act Ethically, Notwithstanding the Employment-at-Will Doctrine
- Wrongful Termination in Retaliation in Violation of N.Y. Labor Law § 740 to Chan Ah Wah
- Intentional Infliction of Emotional Distress
- Tortious Interference with Prospective Employment Advantage
- Injurious Falsehood
- Prima Facie Tort
- Declaratory Judgment Against six HSBC defendants, Equifax and Northern Food I/E.Inc as Never Accepted Offer
- Declaratory Judgment Against six HSBC defendants, Equifax and Northern Food I/E.Inc That the Separation Agreement Is Void for Economic Duress and Undue Influence
- Declaratory Judgment that Chan Ah Wah Is Excused from Performance of the Separation Agreement for Unconscionability and Adhesion.

-
- Breach of Chan Ah Wah Separation Agreement
 - An order from this court that HSBC stop answering employment inquiries with the false claim that HSBC has a “policy” regarding such inquiries, and rather answer the inquiries truthfully, or alternatively that HSBC provide Chan Ah Wah and Lim Cheok Kee Willy with truthful letters of recommendation regarding the quality of his work while at HSBC wealth management service firm;
 - A declaration that: any other such further relief as the court deems just and proper.

Bank Information:

TD Bank account #:4255590759

Routing #: 026013673

Account name: Ah Wah Chan and Cheok Kee Willy Lim

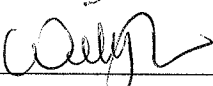
TD Bank Branch address: 136-20 38th Main Street

Flushing, NY 11354

I declare under penalty of perjury that the foregoing is true and correct.

Dated: New York, New York

March 24, 2018, by all parties Counsel,

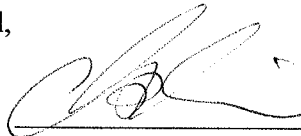


Cheok Kee Willy Lim

115 East Street,

New Hyde Park, NY 11040

Cell: 917-868-5218



Ah Wah Chan

115 East Street

New Hyde Park, NY 11040

Cell: 917-868-5218

CHAN AH WAH & LIM CHEOK KEE WILLY

115 EAST STREET
NEW HYDE PARK NY 11040 USA

March 24, 2018

The Honorable Judge Lorna G. Schofield
United States District Court, Southern District of New York
c/o Pro Se Intake Unit
Daniel Patrick Moynihan United States Courthouse
500 Pearl Street, Room 200
New York, NY 10007

RE: CHAN AH WAH ET.AL. V. HSBC 15-CV-8974-LGS
AH WAH CHAN ET.AL. V. HSBC 17-CV-6863-LGS
IN RE FOREIGN EXCHANGE BENCHMARK RATES ANTITRUST LITIG.
13-CV-7789-LGS
CHAN AH WAH V. NORTHERN FOOD I/E. INC. 17-CV-6002-CM
JOINT AGREEMENT FOR CASE RESOLUTION, TREATMENT AS SUBPART
OF INCOME

Dearest Honorable Judge Schofield,

Good day to you, Your Honor.

PLEASE TAKE NOTICE that, I *Pro se* Litigant/Plaintiffs, seeking permission to file information on case status for your knowledge and anticipation, for all cases.

Thank you for your kind attention to this matter. Your Honor.

I declare under penalty of perjury that the foregoing is true and correct.

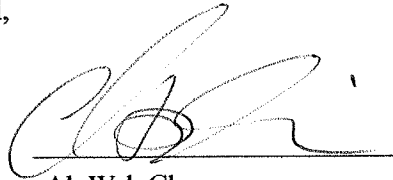
Dated: March 24, 2018,

Respectfully submitted by all parties counsel,



Cheok Kee Willy Lim

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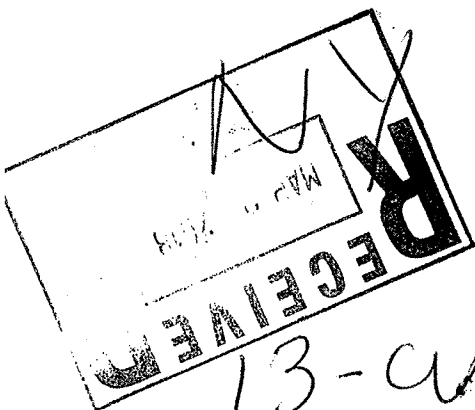
INCS

PROSE

To = Pro Se office

500 Pearl Street

NY 10007



13-cv-7789, 15-cv-8974,

17-cv-6863, 17-cv-6002 =
2-17-cv-5813

17-cv-6003

From: Chan Ah Wah

115 East Street

New Hyde Park NY 11040